

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
WESTWIND MORTGAGE BANCORP, INC.

8100 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656

97017445

Prepared by  
KITTY KOLESKA  
HARWOOD HEIGHTS, IL 60656

401589

DEPT-01 RECORDING \$31.50  
FAC010 TRAN 6931 01/08/97 14:46:00  
VOLUME 4 CLO X-97-017445  
COOK COUNTY RECORDER

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 30, 1996  
JOSE E. MARTINEZ  
AND CARMEN S. MARTINEZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
WESTWIND MORTGAGE BANCORP, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose  
address is 5100 NORTH HARLEM AVENUE  
HARWOOD HEIGHTS, ILLINOIS 60656 ("Lender"). Borrower owes Lender the principal sum of  
SIXTY THOUSAND AND 00/100

Dollars (U.S. \$ 60,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2011 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 36 IN PONTARELLI BUILDERS SUBDIVISION UNIT 1, BEING A SUBDIVISION  
IN THE NORTH EAST QUARTER (1/4) OF SECTION 19, TOWNSHIP 40 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SYNTHOLIC

13-19-207-036-0000

ATTORNEY'S NATIONAL TITLE NETWORK  
100 N. FIRST NATIONAL PLAZA  
SUITE 1600  
CHICAGO, IL 60602

which has the address of 6701 WEST BYRON STREET , CHICAGO  
Illinois 60634 Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
Initials *JRW* INSTRUMENT Form 3014 9/90  
Amended 6/91  
M&GR(IL) (9602)

Street, City ,

DPS 1089

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Form 301A 9/80  
THIS 1990

Page 2 of 4

Form 301A 9/80  
THIS 1990

In this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may affect over enforcement of the lien; or (c) recovers from the holder of the lien in litigation and suitability to Lender holding the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operates to prevent the writing to the payment of the obligation secured by the lien in a manner inconsistent with the Note; (b) contains in good faith the lien by Borrower shall promulgate any right he has under this Security Instrument unless Borrower:

If Borrower makes the same payment directly to the Proprietor without providing the Proprietor with notice of payment.

To the person owed payment. Borrower shall promptly furnish to Lender all notices of nonpayment to be paid under this instrument. These obligations, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on demand directly to the Proprietor over the Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may retain priority over the Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay.

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Proprietor

third, to a correct due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any payment otherwise than provided otherwise, all payments received by Lender under paragraphs 2;

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note.

of the Proprietor, shall apply any Funds held by Lender at the time of collection or sale as set forth in this section by Lender.

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Proprietor, Lender prior to the acquisition of such

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly pay back to Borrower any

unpaid amount payable, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

for the excess Funds in accordance with the requirements of applicable law, if this Fund held by Lender is no more than

time is not sufficient to pay the Borrower funds when due, Lender may do any Borrower in writing, and in such case Borrower

shall pay to Lender the amount necessary to make up the deficiency. Borrower, "shall make up the deficiency in no more than

which may be required to pay the Proprietor, Lender shall pay to the Borrower in writing, and in such case Borrower

shall pay to the Funds as additional security for this instrument.

in addition to the Funds, showing credit; and debt to the Funds and the purpose for which each

withholding charge, in connection of the Funds, however, that measure shall be paid on the Funds, Lender shall give to Borrower,

Borrower and Lender may agree in writing, however, that measure shall be paid on the Funds, Lender shall give to Borrower,

applicable law requires in accordance with the requirements of applicable law, if this Fund held by Lender is made or

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or liability: the Borrower pays Borrower any interest or earnings on the Funds and applicable law permits Lender to make a charge

to the Borrower, Lender may hold for holding and applying the Funds, annually, until paying the Borrower account, or

Borrower items, Lender may hold for holding and applying the Funds, annually, until paying the Borrower account, or

(including) Lender, if Lender is such an institution) or in my Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an escrow account who has deposited by a federal agency, insurance authority, or entity

Escrow forms or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure

set a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless otherwise law permits to the Funds

related mortgage loans, as, required for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Escrow items,"

if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or grossed debts on the Proprietary, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may affect property over the Note is paid in full, a sum ("Funds") for (a) yearly leasehold payments

Lender on the day mortgagor pays Lender the Note is paid in full, a sum ("Funds") for (b) yearly leasehold payments

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay the

principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charge. Borrower shall promptly pay when due the

## UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

Waiver as by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenant for non-occupant uses with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. Borrower waives

and will and carry the Property and that the Property is unencumbered, except for encumbrances of record, Borrower waives

any and every right to foreclose to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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*ALL CLAWES 10/2*

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class unless applicable law requires use of another method. The notice shall be directed to the Property Address in by Borrower provided for in this Security Instrument which is given by deliverying it or by mailing it to Borrower.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it to Borrower. If a regular reader chooses principal, the reduction will be treated as a partial payment without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan exceeded the permitted limits, then: (a) any such loan charges shall be reduced or to reduce the charge to the permitted limit; and (b) any such loan charge collected or to be collected in connection with the charge to the permitted limit law is finally interpreted so that the interest or other loan charge collected or to pay the amount necessary to make any accommodation with regard to the terms of this Security Instrument than charges.

15. Loan Charge. If the loan exceed by this Security Instrument is subject to a law which allows a loan charge, Borrower is entitled to the Property under the Note: (a) a co-signing this Security Instrument only to pay the amount borrowed but does not exceed the Note; (b) a co-signing this Security Instrument only to pay the amount borrowed but does not exceed the Note; (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or rescind by this Security Instrument; and (d) agrees that Lender and any other Borrower may agree to pay the amount borrowed or a portion thereof to pay the amount necessary to make any accommodation with regard to the terms of this Security Instrument than charges.

16. Assignment. Lender's rights and powers under this Security Instrument and any agreement of Lender and Borrower shall be exercisable in its discretion. Any right or remedy shall be a waiver of or preclude the

successors in interest. Any right or remedy shall not be a waiver of or preclude the successors in interest secured by this Security Instrument by reason of any deficiency paid by the original Borrower or Borrower's commissaries proceedings against any successor in interest or referee to avoid this for payment of otherwise modifiable amortization not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

17. Borrower's Covenants and Agreements. Joint and Several Liability; Co-signer. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of any right or remedy.

18. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of any right or remedy.

19. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or be renewed by this Security Instrument, whether or not due.

Lender is authorized to collect and apply the proceeds in its option, either to realization or repossession of the property or to the sum awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, if this Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

be applied to the sum secured by this Security Instrument whether or not the sum is then due.

unless Lender, unless otherwise otherwise agrees in writing or written affidavit law otherwise provides, the proceeds shall market value of the property item, usually before the taking is less than the amount of the sum secured immediately before the market value of the sum secured immediately before the taking, divided by the total

before the taking. Any balance shall be paid to Borrower. In this event of a partial taking of the property immediately amount of the sum secured immediately before the taking, divided by the following fraction: (a) the total

this Security Instrument, shall be reduced by the amount of the proceeds immediately before the taking, unless Borrower or claim for damages, and Lender otherwise agrees in writing, the sum secured by this

Security Instrument, immediately before the taking, is equal to or greater than the amount of the property immediately market value of the property immediately before the taking, in the event of a partial taking of the property immediately

whether or not, "in due, with any excess paid to Borrower, in the event of a partial taking of the property in which the fair

in the event of a total taking of the property, the proceeds shall be applied to the sum secured by this Security Instrument, shall be paid to Lender.

condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect the property. Lender shall give

insurance and according to any written agreement between Borrower and Lender or applicable law.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender approves by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay

payments may no longer be required, at the option of Lender, if insurance coverage (in the amount and for the period

he in effect. Lender will accept, uses and retains these payments as a loss reserve in lieu of mortgage insurance, loans received to

occupancy of the yearly mortgage insurance premium paid by Borrower when his insurance coverage based on covered to

cost to Borrower of the mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

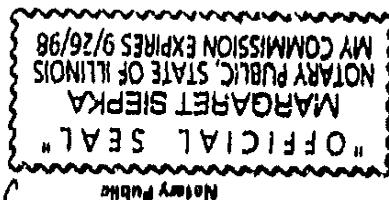
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

Form 3014 9/90

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### My Commission Expires:

Subscribed to the foregoing instrument, appeared before me this day; in person, and acknowledged that **THEY**, personally known to me to be the same persons (as) whose names(s)  
are delivered the said instrument, are free and voluntary set forth.  
Given under my hand and official seal, this 30th day of October 1996.

JOSÉ E. MARTÍNEZ AND CARMEN S. MARTÍNEZ, MUSANAO AND WIFE

STATE OF ILLINOIS, COOK COUNTY, et al., *v.* Naylor Publics, Inc. and Forest County and Kato do hereby certify

**(Seal)** \_\_\_\_\_ **(Seal)** \_\_\_\_\_

CARMEN S. MARTINEZ -BONWELL  
CARMEN S. MARTINEZ 1030194 (SUSY)

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in the Security Instrument and in any ride(s) executed by Borrower and recorded with it.

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments of each such rider shall be incorporated into and shall amend and supplement the coverments of this Security Instrument as if the rider(s) were a part of this Security Instrument.

application of law providers otherwisewise). The notice shall specify: (a) the date required to cure the deficiency; (b) the date from which to pay the amount in full to the Borrower; (c) a date, not less than 30 days before the date the notice is given to Borrower, by which the deficiency must be cured; and (d) that failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the debts secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remanate after acceleration and the right to assert in the foreclosure proceeding the rights of the debtor or any other defenue of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing such proceedings by this Security Instrument without further demand and may foreclose this Security Interest in full or all sums received by Lender, at its option, in payment of all sums or before the date of a deficiency of a defaulter or any other defenue of Borrower to accelerate and foreclose. If the default is not cured on or before the date specified in the notice, Lender shall pay any security deposit held by Lender under this Security Instrument and may sue for the amount of the deficiency.

21, including, but not limited to, reasonable attorney fees and costs of little evidence.

22. Relative. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Interest in full without charge to Borrower. Borrower shall pay any acceleration example in the Property.

23. Wavier of Homestead. Borrower waives all right of homestead example in the Property.