

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

Old Kent Mortgage Company  
Secondary Marketing Operations  
Final Documentation  
P O Box 204  
Grand Rapids, MI 49501-0204

97169563

· DEPT-01 RECORDING \$31.00  
· T60011 TRAH 5964 03/12/97 09:25:00  
· \$4747 + KP \*-97-168563  
· COOK COUNTY RECORDER

LOAN NO. 0912273  
Affiliate No.

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 26, 1997. The mortgagor is WILLIAM J. KELLY AND KATHLEEN KELLY, his HUSBAND AND WIFE

("Borrower")

This Security Instrument is given to THE MORTGAGE BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 2902 CENTRAL STREET, EVANSTON, IL 60201 ("Lender")

Borrower owes Lender the principal sum of Three Hundred Thousand Dollars and no/100

Dollars (U.S. \$ 300,000.00). 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 March 1, 2027. 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 # 1 IN BLOCK # 1 IN KENILWORTH COMMUNITY DEVELOPMENT SUBDIVISION OF THE NORTHWEST PORTION OF THE SOUTHEAST PORTION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE UNITED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

31. V

05-14 327-026 VOL 104

which has the address of 260 STERLING ROAD  
[Street]  
Illinois 60043 ("Property Address");  
[Zip Code]

KENILWORTH  
(City)

97169563  
COOK COUNTY CLERK'S OFFICE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL//0491/3014(9-90)-L

PAGE 1 OF 6

FORM 3014 9/90

BOX 169

RGI TITLE

85797 10F2

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ISCS/CMDTIL//0491/3014(9-90)-L

PAGE 2 OF 6

FORM 3014 8/90

LIENORS-SINGLE FAMILY-FINIA/FINANCIAL INSTRUMENT

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice a lien which may attach prior to this Security instrument. Lender may give Borrower a notice identifying the lien under circumstances that the Lien to this Security instrument, or (c) secures from the holder of the Property to its subject to operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to good faith the Lien by, or demands against enforcement of the lien, legal proceedings which the Lender's option agrees in writing to the payment of the obligation secured by the Lien in a manner acceptable to Lender; (b) certifies in Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

Lender recaps advancing the payments. Borrower makes these payments directly. Borrower shall promptly furnish to amounts to be paid under this paragraph to the person owed payment. Borrower shall furnish to Lender all notices of pay them on time directly to the maker provided in paragraph 2, or if not paid in that manner, Borrower shall

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall property which may attach prior to this Security instrument and less than payments of ground rents, if any.

4. Charges: Lender. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the under paragraph 2, third, to interest due, fourth, to principal due, and fifth, to any late charges due under the Note.

paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable

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

sums secured by this Security instrument or sale of the Property, shall apply any funds held by Lender at the time of acquisition, or sale as a credit against the Funds held by Lender. If under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition

Upon payment in full of all sums secured by the Security instrument, Lender shall promptly return to Borrower any up the deficiency in no more than twelve months, at Lender's sole discretion.

and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing.

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held

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

Funds are pledged as additional security for all sums secured by this Security instrument. The Funds, showing credits and debits to the Funds, Lender shall agree, a. Funds Borrower and Lender may agree, to annual accounting of the that interest shall be paid on the Funds. Lender shall accountings on the Funds Borrower and Lender may agree to be paid, Lender shall not be

provided otherwise. Unless an agreement is made in connection with this loan, unless applicable law

independent real estate tax reporting service used by Lender to pay a one-time charge for an escrow account, or verifying the Escrow items, unless Lender may require Borrower to pay a one-time charge for an

permits Lender to make such a charge. However, Lender may require Borrower to pay the Funds and applicable law pay the Escrow items. Lender may not charge to Borrower for holding and applying the Funds, annually summarizing the including Lender, if Lender is such a institution or in any Federal Home Loan Bank. Lender shall apply the Funds to (including Lender, in connection with the provisions of paragraph 8, in lieu of the payment of mortgage insurance

The Funds shall be held in an account which is insured by a federal agency, instrumentality, or entity

basis of current data and reasonably estimates of future Escrow items or otherwise in accordance with and hold Funds in an account not to exceed the lesser amount Lender may estimate the amount of Funds due on the and held the Funds in an account that applies to the Funds sets a lesser amount if so, Lender may, at any time, collect see, (RESPA). Unless another law that applies to the Funds sets a lesser amount from time to time, 12 U.S.C. §2601 et seq.

under the Federal Home Loan Bank Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. exceed the maximum amount mortgagel loan may require for Borrower's escrow account

Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance yearly good standing premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by yearly hazard or property damage premiums; (g) yearly hazard or property damage premiums; (h) yearly

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

1. Payment of Principal and Interest: Premium and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants which limited warranties by inscription to constitute a uniform security instrument covering real property.

Borrower grants and conveys the Property generally to the title to the Property against all claims and demands, subject to any mortgages, grants and conveyances which is lawfully seized of the estate hereby conveyed and has the right to

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to

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LOAN NO. 0912674

**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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available,

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LUMI-SMALL-SINGLE-FAMILY-SMALL/PRIVATE UNIFORM INSTRUMENT

14. However, Any notice to Scarcity instrument shall be given by delivering a copy of the instrument to Borrower provided for in this Section unless application of another method would result in unnecessary use of another method. The notice shall be directed to the mailing address of the Borrower or to the address set forth in the instrument. The notice shall be deemed to have been given to Borrower or Lender when given by first class mail to Lender's address set forth herein or to any other address Lender designates by notice to Borrower. Any notice provided for in this paragraph shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which maximum loans charges, and that law is fully implemented so that the increase of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be repaid to Borrower under terms already agreed to by Borrower. In addition, participant owned under the Note or by making a direct payment to Borrower. If a third party makes this reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12 Successors and Assignees Bound; Joint and Several Liability; Co-owners. The coverants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note. (a) is co-signing this Security instrument only to mortgagage; grant and convey that Borrower's interest in the property under the terms of this instrument; (b) is not personally obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

11. Borrower will Remunerate; Forbearance By Lender; Hold & Waiver. Extension of the time for payment or modification of Borrower's obligation to pay sums secured by this Security Instrument granted by Lender to any successor in turnee; Lender shall not be required to release the liability of the original Borrower or Borrower's successor in turnee; Lender shall not be required to commence proceedings against any successor in turnee to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in turnee. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

If the property is sold or exchanged by the borrower, or if another notice of lender to borrower under the consumer credit contract is given, borrower fails to respond to lender within 30 days after the notice, an account or settle a claim for damages, borrower shall be liable to lender the amount of the property or to the sums secured by the security instrument, whether or not due.

Notice is given, lender is authorized to collect and apply the proceeds, as its option, either to restoration or repayment of the property or to the sums secured by the security instrument, whether or not due.

Unless lender and borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payment, referred to in paragraphs 1 and 2 or change the amount of such payments.

In the event of a total leaking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not due, which may exceed paid to Borrower. In the event of a partial leaking of the Property, in which the fair market value of the Property immediately before the leaking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the leaking, unless Borrower and Lender otherwise agree in writing following the leaking, the sum secured by this Security instrument shall be reduced by the value of the Property immediately before the leaking, Any balance shall be paid to Borrower. In the event of a partial leaking of the Property, in which the fair market value of the Property immediately before the leaking is less than the amount of the sums secured by this Security instrument immediately before the leaking, unless Borrower and Lender otherwise agree in writing following the leaking, (a) the total amount of the sums secured immediately before the leaking, divided by (b) the fair market value of the Property immediately before the leaking, (a) the total amount of the sums secured immediately before the leaking, unless Borrower and Lender otherwise agree in writing following the leaking, the sum secured by this Security instrument shall be reduced by the amount of the proceeds multipled by the amount of the Property immediately before the leaking before the leaking, unless Borrower and Lender otherwise agree in writing following the leaking.

10. **Cordemittor.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Landor.

Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect; Lender will receive, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender against losses becomes available and is obtainable. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the real estate instrument ends in accordance with any written agreement between Borrower and Lender or applicable law.

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LOAN NO. 0412674

**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 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 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and

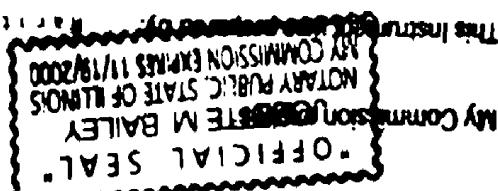
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FORM 3014-9/98

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IS/C/CMDTL/L/0491/3014(9-98)-L

ILLINOIS-SINGLE FAMILY-FINMA/FHLMC UNIFORM MORTGAGE



Given under my hand and official seal this 26 day of February 1997

Chesire, the undersigned, a Notary Public in and for said County and personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he) signed and delivered the same for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said County and state do hereby certify that William A. Wilson Jr. and Attached Miss Wilson, his wife and voluntary act for the uses and purposes therein set forth.

County seal:

STATE OF ILLINOIS,

[Space Below This Line for Acknowledgment]

Social Security Number

Social Security Number

Borrower  
(Seal)

Borrower  
(Seal)

Social Security Number 332-43-2707

Borrower  
(Seal)

KATHLEEN GOSS WILSON

Borrower  
(Seal)

Social Security Number 330-36-1890

WILLIAM A. WILSON JR.

Witness:

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

21. Riders to this Security Instrument. If one or more orders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the order(s) were a part of this Security Instrument. [Check applicable box(es)]
- Adjustable Rate Rider      1-4 Family Rider      Condominium Rider      Planned Unit Development Rider      Fixed Improvement Rider      Biweekly Payment Rider      Biweekly Payment Rider      Banker Rider      Other(s) [Specify]

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
- Interest at the rate of homestead exemption in the Property.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

measurable attorney's fees and costs of this avoidance.

24. Demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all amounts due and immediately payable in full or all sums secured by this paragraph 21, including, but not limited to,

option may require immediate payment in full or before the date specified in the notice, Lender or his assignee incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to,

accrual and collection and foreclosure. The detail is not cured on or before the date specified in the notice, Lender or his assignee may demand payment in full or before the date specified in the notice, Lender or his assignee without further notice or demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all amounts due and immediately payable in full or all sums secured by this paragraph 21, including, but not limited to,

right to assert in the foreclosure proceeding the non-existence of a debt or any other defense of Borrower to sale of the property. The notice shall further inform Borrower of the right to remove the acceleration and the

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