

# UNOFFICIAL COPY

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1998-10-07 13:37:17

Cook County Recorder

31.50

RECORD AND RETURN TO:  
LAKE SHORE MORTGAGE, INC.

721 SOUTH BOULEVARD  
OAK PARK, ILLINOIS 60302

Prepared by:  
APRIL M. ERDELEN  
OAK PARK, IL 60302

980105629

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 21, 1998**. The mortgagor is **GIRLEY M. THOMPSON, MARRIED TO JONNIE M. THOMPSON \*\***

("Borrower"). This Security Instrument is given to **LAKE SHORE MORTGAGE, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **721 SOUTH BOULEVARD OAK PARK, ILLINOIS 60302** ("Lender"). Borrower owes Lender the principal sum of **EIGHTY FOUR THOUSAND AND 00/100**

Dollars (U.S. \$ **84,000.00**).

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 **OCTOBER 1, 2028**. 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 7 IN BLOCK 7 IN SUBDIVISION OF BLOCK 1, 2, 7 AND 8 IN HELM HAWES SUBDIVISION OF THE NORTH 15 ACRES OF THE SCUTH 45 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

#28340



**INTEGRITY TITLE  
420 LEE STREET  
DES PLAINES, IL 60016**

\*\* JONNIE M. THOMPSON IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS

Parcel ID # **20-27 418-030**

which has the address of **7718 SOUTH RHODES, CHICAGO**

(Street, City)

**Illinois 60619**

[Zip Code] ("Property Address");

**ILLINOIS Single Family-FNMA/FHLMC UNIFORM**

**INSTRUMENT Form 3014 9/90**

**Amended 8/96**

**VA 6R(IL) 1980B1**

**JT**

**VMP MORTGAGE FORMS (800)527-7281**

**DPS 1089**

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defeats agreement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

If Borrower makes these payments difficult, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph to the person in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly these obligations in this Security Instrument, and Lender shall pay rents, if any. Borrower shall pay which may attain priority over this Security Instrument, and Lender shall pay amounts of ground rents, if any, which may be applied to the payment of the security instrument or otherwise used by Lender to pay all taxes, assessments, charges, lines and impositions attributable to the Property

4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs

of the Property, shall apply funds held by Lender at the time of acquisition or sale as a credit against the sums secured by funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall account to Borrower the amount necessary to make up the deficiency in no more than three months sufficient to pay the Escrow items when due, Lender may so do, and, in such case Borrower shall pay to Lender the amount of the Funds held by Lender at any time to Lender's sole discretion. Borrower shall acquire or sell the Property, prior to the acquisition or sale of the Property, shall apply all notices of amounts to be paid under this Security Instrument or sale

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the Funds, showing credits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that notice shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless a applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service. Escrow items, unless Lender pays Borrower interest on the Funds and Escrow account, or Escrow items, Lender may not hold Escrow items, unless Lender may require Borrower to hold Escrow items, annually analyzing the Escrow account, or Escrow items, Lender may not charge Borrower for holding the Funds, annually analyzing the Escrow account, or Escrow items, Lender may require Borrower to pay Escrow items, unless Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an escrow account which is insured by a federal agency, instrumentality, or entity Escrow items or otherwise in accordance with applicable law.

Escrow items may estimate the amount of Funds due on the basis of current data and reasonable estimates of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future lessor amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgagor loan, may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time, Lender may hold Funds in an amount not to exceed the maximum amount a federal Lender may, at any time, collect and hold Funds in an amount of mortgage insurance premiums. These items are called "Escrow items." the provisions of paragraph 8, in lieu of the payables by Borrower to Lender, in accordance with if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security instrument as a lien on the Property; (a) yearly taxes Lender on the day monthly payments, subject to application of a written waiver by Lender, Borrower shall pay to

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. **Payment of Principal and Interest; Prepayment; Late Charges; Borrower; shall promptly pay when due the**

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

All of the foregoing is referred to in this Security Instrument as the "Property".

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".

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".

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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, 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 lapsed or ceased to be in effect. Lender will accept, 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 again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse 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 successors in interest. 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.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 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 mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security 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, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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DPs 1091  
Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

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ERILU 8601

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the more of the actions set forth above within 10 days of the giving of notice.

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.

Property insured against loss by fire, hazards included within the term "extinguished 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 which shall not be unreasonable 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 may make proof of loss if not made promptly by Borrower.

Lender have the right to hold the policies and renewals, if Lender receives Borrower shall promptly give to Lender all receipts of paid premiums and renewals, if 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 the event of loss is covered by the policy.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restore the property to its date of occupancy, establish, and use the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise consents. Borrower shall not damage or impair the property prior to the acquisition of the property by Lender.

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

Under Paragraph 1 unless Lender otherwise consents, Borrower's right to any insurance policies and proceeds from damage to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

Unless Lender and Borrower otherwise agree in writing, Lender may collect insurance proceeds. Lender may use the proceeds to repair or restore the property or to settle a claim, the sum of which may be unreasonable withheld. If Borrower abandons the property by this security instrument, whether or not Lender has offered to restore the property or to pay sums secured by this security instrument, Lender may collect insurance proceeds to repair or restore the property or to settle a claim, the sum of which may be unreasonable withheld. If Borrower fails to pay the amounts secured by this security instrument, Lender may collect insurance proceeds to repair or restore the property or to settle a claim, the sum of which may be unreasonable withheld.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or replace of the exterior of the dwelling or any other part of the property owned by Lender to the extent of the amounts secured by this security instrument. Lender may require prompt payment of the amounts secured by this security instrument.

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenderhold.**

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

**7. Protection of Lender's Rights in the Property.**

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 payments referred to in Paragraphs 1 and 2 or change the amount of the payments under Paragraph 2. The property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument.

**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 be in effect, Borrower shall pay the premiums required to date of discharge covered by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to be in effect, if, for any reason, the security instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of discharge to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument.

**9. Securitily Instruments.** Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of discharge to the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument.

**10. Mortgagor's Duties.** Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument.

**11. Liens.** Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument.

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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 sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

\*\*JONNIE M. THOMPSON IS EXECUTING THIS MORTGAGE

SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Girley M. Thompson* (Seal)  
GIRLEY M. THOMPSON / MARRIED TO -Borrower:  
JONNIE M. THOMPSON

(Seal)  
-Borrower

*Jonnie M. Thompson* (Seal)  
JONNIE M. THOMPSON : -Borrower

(Seal)  
-Borrower

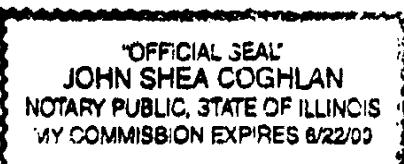
STATE OF ILLINOIS, COOK  
I. *John Coghlan*  
that  
GIRLEY M. THOMPSON, MARRIED TO JONNIE M. THOMPSON\*\*

County ss:  
. a Notary Public in and for said county and state do hereby certify

, 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/SHE  
signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 21st day of *September*, 2003.

My Commission Expires:

*John Shea Coghlan*  
Notary Public



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NRILL (Notary)

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*[Signature]*  
DPS 1093

of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument by Lender) shall give notice to Borrower prior to acceleration unless 21. Acceleration; Remedies. Lender shall further covenant and agree as follows:

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

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.

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

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the storage of small quantities of Hazardous Substances that are general, recognized to be appropriate to normal storage on the Property in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or possession of Hazardous Substances on or in the Property. Borrower shall not permit the presence, use, disposal, storage, or release of any information required by law.

19. Sale of Note; Change of Loan Service. 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 underlaid 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 to the new Loan Servicer will also contain any other information required by law.

18. Borrower's Right to Remit. If Borrower meets certain conditions, Borrower shall have the right to have secured hereby shall remain fully enforceable as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

Under all sums which Borrower is due under this Security Instrument and the Note as if no acceleration had occurred: (a) pays all expenses incurred in enforcing this Security Instrument, unless any default of any other creditor or agreeement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure cure of any default of any other creditor or agreement; (e) pays all expenses incurred in enforcing this Security Instrument, 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; or (b) enters into a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays all sums which Borrower is due under this Security Instrument before sale of the Property pursuant to any power of sale contained in this application of this Security Instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as defined in this instrument) or a reasonable time for remittance; or (b) 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by 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 remedy 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 Lender exercises this option, Lender shall give Borrower notice of acceleration without further notice or demand on Borrower.

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 without further notice or demand on Borrower.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument to be seizable. Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conclusive with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be construed to violate the conflicting provision. In the event that any provision of this Security Instrument or the Note is held invalid, severability, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration without further notice or demand on Borrower.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law as of the date of the instrument in which the Property is located. This Security Instrument shall be governed by federal law as of the date of the instrument in which the Property is located. In the event that any provision of this Security Instrument or the Note is held invalid, severability, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration without further notice or demand on Borrower.