

Prepared by: MO DICHOSO  
RECORD AND RETURN TO:  
METRO-SUBURBAN MORTGAGE CO.  
3118 W. MONTROSE AVENUE  
CHICAGO, ILLINOIS 60618

CST 980800

## MORTGAGE

Loan No. 980025150

THIS MORTGAGE ("Security Instrument") is given on March 2, 1998 . The mortgagor is BERNARDO S. LAMORENA and SEGUNDINA M. LAMORENA, HUSBAND AND WIFE

(\*Borrower"). This Security Instrument is given to METRO-SUBURBAN MORTGAGE CO.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 3118 W. MONTROSE AVENUE, CHICAGO, ILLINOIS 60618 ("Lender"). Borrower owes Lender the principal sum of One Hundred Forty Thousand and no/100----- Dollars (U.S. \$ 140,000.00 ).

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 April 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 25 IN BLOCK 3 IN J.E. WHITE'S RESUBDIVISION OF J.E. WHITE'S ADDITION GARDENS, BEING A SUBDIVISION OF LOT "A" IN THE PARTITION OF THE WEST 1/2 OF THE SW 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 13-21-308-022  
which has the address of

Illinois 60641

ILLINOIS Single Family FNMA/FHLMC UNIFORM  
Instrument Form 301a D/90  
Amended 6/91

GRILLC 10001001

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VHP MORTGAGE FORMS - (800)621-7291

5536 WEST NEWPORT

(Zip Code) ("Property Address");

CHICAGO

(Street, City),



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Borrower shall promptly disclose any information that may affect the security interest in the property to the Lender or any other party holding a security interest in the property. If the Lender determines that any part of the property is subject to a lien which may attach prior to or during the existence of the Note; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the security interest of the Lender; or (d) secures from the holder of the lien in legal proceedings which in the Lender's opinion operate to prevent the writing to the payee of the acknowledgment of the Note in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promptly disclose any information that may affect the security interest in the property to the Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of payment of the Note. To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts due paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay 4. Charges; Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

of the property, shall apply any 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 of the property, shall apply any funds held by Lender to Borrower any sums secured by

these Funds in accordance with the requirements of applicable law. Lender shall account to Borrower for any twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than three months to pay the Securor loan when due, Lender may do so by Borrower in writing, and, in such case Borrower is not sufficient to pay the Securor loan when due, Lender may do so by Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, Lender held by Lender at any time to Lender the amount paid by Lender to Borrower.

If the Funds held by Lender exceed a additional amount necessary for all sums secured by this Security Instrument, Lender shall account to Borrower any sums secured by the Funds made. The Funds are pledged as additional security for all sums secured by this Security Instrument, Lender shall account to Borrower any sums secured by the Funds made. Funds held by Lender may agree in writing, however, that neither shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall account to pay Borrower any interest or earnings used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or without charge, an annual accounting of the Funds, showing credit, and debts to the Funds and the purpose for which each Borrows and Lender may agree in writing, however, that neither shall be paid on the Funds. Lender shall give to Borrower, a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Securor loan, unless Lender pays to Securor interest on the Funds and applying the Securor account to the Funds. Securor may not charge Borrower for holding and applying the Funds, annually applying the Securor account, or including Lender, if Lender is such as to litigation or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Securor account, or

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity.

Securor items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonably eliminate of expense due to the 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. 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 another law that applies to the Funds related mortgage loan may require for Borrower's 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 charable amounts of Paragraph 8, in lieu of the payment of mortgagel insurance premiums. These items are called "Securor items." If any, (e) year, mortgage insurance premiums, if any; and (f) any sum 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 affect the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and under on the day monthly payments are due under the Note, and (b) any sum payable by Lender, Borrower shall pay to

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

1. Payment of Premium and Interest. Premium and interest, Borrower shall pay when due the

UNIFORM COVENANTS, Borrower and Lender coveture and agrees as follows:

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

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions with limited

and will defend generally the title to the property in unicorporated, except to any encumbrance of record, Borrower warrants

grants and conveys the property and that the property is lawfully held of the estate hereby conveyed and has the right to mortgage.

BORROWER COVENANTS that Borrower is lawfully held of the estate hereby conveyed and has the right to mortgage.

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

fixtures now or hereafter a part of the property. All replacement and addition 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

initials: BL SJ

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given 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

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, 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 limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeds 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 payment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The convenants 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 responsible for the payment of the Note in full to Lender and Borrower's liability under the terms of this Security Instrument only to the extent of his or her proportionate share of the obligations of Borrower; (b) is not personally obligated to pay the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Note without his or her consent.

**11. Borrower Not Responsible For Breach By Lender Not A Party.** 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 its successors in interest. Lender shall not be liable to pay to Lender any sum due under this Security Instrument by reason of any failure of Lender to exercise its rights under this instrument or otherwise to collect the amount due hereunder.

Securitee of this Secuity instrument, number of the note as:

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of title to 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, either to restoration or repair of the Property or to the sum as liquidated damages.

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 the sum is 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, 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 in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument, 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.

condemnation or other taking of any part of the Property, or for convenience in the conduct of condemnation, the attorney shall give

10. Condemednation. The proceeds of any award or claim for damages, direct or consequential, in connection with any portion of or in respect of the inspection specified herein across the negligence.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

The premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for discharge in accordance with the agreement between Borrower and Lender or applicable law.

obtain coverage immediately 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 a ultimate mortgage insurer approved by Lender. If subordination equity available mortgagage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to Borrower's premium being paid by Borrower when the insurance coverage imposed or ceased to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage imposed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved by Lender may no longer be required, at the option of Lender, if mortgage insurance coverage (in the period that Lender provided by an insurer approved by Lender again becomes available and is obtained). Borrower shall pay premiums to Lender for the amount and for the period that Lender may require.

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 attorney's 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

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The seal of the State of Illinois, featuring a central shield with a plow, a sheaf of wheat, and a compass rose, surrounded by the words "THE GREAT SEAL OF THE STATE OF ILLINOIS".

My Commission Expires: 4/15/2001

Given under my hand and affixed seal this 2nd day of March 1998  
Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged it to be the same  
**THEY**, persons duly known to me to be the same  
**WITNESS (A)**

STATE OF ILLINOIS, JAMES C. GAGAICK, County of DuPage, Illinois, Plaintiff,  
v. NANCY PUBLIE, in and for the County of DuPage, Illinois, Defendants.  
BERNARDO S. LAMORNA and SEGUINDINA M. LAMORNA, Husband and Wife.

**Boettcher** \_\_\_\_\_  
**(Sign)** \_\_\_\_\_  
**Boettcher** \_\_\_\_\_  
**(Sign)** \_\_\_\_\_

*[Signature]* **SEGUINIANA M. LAMORENA** **(Seal)**

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

BERNARDO S. LAMORENA  
(Signature)  
(Seal)

- |   |   |   |   |  |
|---|---|---|---|--|
| <input type="checkbox"/> 1-4 Family Rider       | <input type="checkbox"/> Adjustable Brake Rider         | <input type="checkbox"/> Gridularized Paymet Rider        | <input type="checkbox"/> Ballon Rider           | <input type="checkbox"/> VA Rider          |
| <input type="checkbox"/> Condrominium Rider     | <input type="checkbox"/> Crammed Unit Development Rider | <input type="checkbox"/> Platanned Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Hand Rider |
| <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Biweekly Payment Rider           | <input type="checkbox"/> Other(s) (Specify)     | <input type="checkbox"/>                   |
| <input type="checkbox"/>                        | <input type="checkbox"/>                                | <input type="checkbox"/>                                  | <input type="checkbox"/>                        | <input type="checkbox"/>                   |

24. Rides 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 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.

23. Waver of Flumefield, Bottower waves all night of homesick example in the property.

22. **Receivable.** Open payable of all sums received by this company, collected when due and ready for collection.

applicable law provides otherwise). The notice shall specify: (a) the date 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; (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 repossess after acceleration and the right to assert in the foreclosure proceeding the non-exclusivity of a default or any other defense of Borrower to accelerate and foreclose. 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 Interest in this paragraph proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to, reasonable attorney's fees and costs of title evidence.