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	MORTGAG	E	
DEFINITIONS		1 and defined in S	Sections 3, 11, 13, 18, 20
Words used in multiple sect	tions of this document are defined below and ing the usage of words used in this document	are also provided in Section	16.
	t' means this document, which is dated	October 15, 2002	, together with all
Riders to this document. (B) "Borrower" is MICH.	AEL A JANCOSEK AND KUMBERLY A JANCOSE KIMBERLY A. JANC	K, HUSBAND AND WIFE COSEK	
Borrower is the mortgagor	under this Security Instrument.		
(C) "Lender" is Peoples Lender is a Corporation	Bank 3D	org	ganized and existing under . Lender's address is
the laws of	State of Indiana 9204 Columbia Avenue, Muns	4 CIN 46321	
to pay this debt in regular (E) "Property" means the	pomissory note signed by Borrower and dated Lender Two Hundred Ninety Thousand Dollar Dollars (U.S. \$ 290,000.0 Periodic Payments and to pay the debt in full the property that is described below under the debt evidenced by the Note, plus interest, and the security Instrument, plus interest. Riders to this Security Instrument that are neck box as applicable]: The Condominium Rider The Planned Unit Development Rider.	Cotober 15, 2002 S And No Cents Political plus interest of Rights in the companyment charges and executed by Borrower. The	est. Borrower has promised ember 1, 2017 In the Property." Late charges due under the following Riders are to be
			Form 3015 1/0
	Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (Page 1 of 12 page	To (GREATLAND Order Call: 1-800-530-9393 ☐ Fax: 616-791-113
ITEM 1879L1 (0107)			,

TICOR TITLE INSURANCE
2050-45TH AVE
HIGHLAND, IN 46322
920025372

3/H

■ GNATLAND GAREATLAND To Order Call: 1-800-530-9393 □ Fax: 616-791-1131 Form 3015 1/01

VADIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

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 replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

> [Sip Code] ("Property Address"): [City] 46321 snsibn1, MUNSTER [50116] 10245 CHERRYWOOD LANE,

which currently has the address of

LOT 88 IN WHITE OAK ESTATES, BLOCK 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 74 PAGE 69M AND AMENDED INDIANA

this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the [Type of Recording Jurisdiction]

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction] the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of This Document is the property of

the Lake County Recoldadad and visuals из занячить выправления и выправления и выправления выстрания выправления выправления

assumed Borrower's obligations under the Note and/or this Security Instrument.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has

restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation,

(ii) any amounts under Section 3 of this Security Instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party

(K) "Escrow Items" means those items that are described in Section 3.

of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, pointpaper instrument, computer, or magnetic tape so as to (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar

imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and

y/arrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. of record.

Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay the principal of and interest on the debt evidenced by the Note and any propagation of and interest on the debt evidenced by the Note and any propagation of and interest on the debt evidenced by the Note and any propagation of and interest on the debt evidenced by the Note and any propagation of and interest on the debt evidenced by the Note and any propagation of when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note and interest on the debt evidenced by the Note and any prepayment due under the Note and this UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: when due the principal or, and interest on, the debt evidenced by the Prote and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this support the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this support the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this support the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this support the Note and unuer une Profe. Dollower shan also pay runus for Escrow mems pursuant to Security Instrument received by Lender as payment Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unnoid. Lender may require that any or all subsequent security instrument snatt be made in U.S. currency. However, it any check of other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent under the Note and this Security Instrument be made in one or more of the following forms are calculated by under the Professor of the Security instrument is returned to Lender unipaid, Lender may require that any or an subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash: (b) money order: (c) cartified check bank check transfer or cashier's check provided any such payments due under the isote and this Security instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a faderal agency instrumentality or entities the check is drawn upon an institution whose deposits are insured by a faderal agency instrumentality. Lenuer: (a) cash; (b) money order; (c) ceruned check, bank check, deasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; of (d) Electronic Funds Transfer

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as rayments are deemed received by Lender which received at the location designated in the Note of at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payments are insufficient to bring the Loan current. may be designated by Lender in accordance with the nonce provisions in Section 13. Lender may return any payment of payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payments are insufficient to bring the Loan current without waiver of any rights hereunder or praindice to its rights to refuse payment insufficient to bring the Loan current without waiver of any rights hereunder or praindice to its rights to refuse payment if the payment or partial payments are insufficient to oring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse payment or partial payments in the future, but I ender is not obligated to apply such payments at the time such payment. (d) Electronic Funds Transfer. partial payment insufficient to oring the Loan current, without waiver of any rights nereunder of prejudice to its rights to refuse such payment at the time such payments at the time such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payment is applied as of its scheduled due date, then I ender need not pay interest on unapplied are of its scheduled due date, then I ender need not pay interest on unapplied. are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the Lender may hold such unapplied funds until Borrower makes navment to bring the land to are accepted. It each remotic rayment is applied as of its scheduled due to bring the Loan current. If Borrower does not funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable paried of time. London shall either early such funds on action them to Domestic time. tunas. Lenuer may nota such unappnea tunas until portower makes payment to oring the Loan current. It portower uses not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied do so within a reasonable period of time, Lender shall either apply such funds immediately prior to forcelosure. No do so within a reasonable period of time, Lender snan either apply such runus of return them to Bollower. It not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or alaim which Portago and in the future against I and at about allowed Portago and a such a such as a such as a such a such as a s earner, such tunds will be applied to the outstanding principal balance under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

t.

Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security. became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay Instrument, and then to reduce the principal balance of the Note.

any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is cutotrading. I and a manufacture of the Designation Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if rayment is outstanding, Lenger may apply any payment received from Borrower to the topayment of the Length applied to the and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the and to the extent that, each payment can be paid in tun. To the extent that any excess exists after the payment is applied to the specific of the payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayment sharpers and then an described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to shall be applied first to any prepayment charges and then as described in the Note.

Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, un extend or postpone the due date, or change the amount, of the Periodic Payments. the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and of items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (c) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (c) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (d) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (e) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (e) leasehold payment items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (e) leasehold payment items which items or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5;

(d) Mortgage Insurance requires a required by Lender under Section 5. (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the previous of Section 10. These items are called "Economy Items." At a relationship Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnity Lender all notices of amounts to be paid under this Section. Democrate shall got I really the Europe for Escription of amounts to be paid under this Section. Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Lender universe Paradage under this Section. Lender an nouces of amounts to be pard under this Section. Dollower shall pay Lender the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay the Funds for any or all Escrow Items. pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of pay to Lenuer runus for any or an Escrow mems at any time. Any such warver may only be in writing, in the event of waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which paying waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which paying the large transfer and waiver, notioner shart pay unecury, when and where payable, the amounts due for any escrow nems for which paying furnish to Lender receipts evidencing such payment Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment GRE To Order Call: 1-800-530-9393 □ Fax: 6

INDIANA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's and Romower's average I ender is under no obligation to muchase any nationlar type or amount of coverage WDIANA—Single Family—Fannle Mae/Freddie Mac UNIFORM INSTRUMENT

also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination regulting from an objection by Borrower the review of any flood zone determination resulting from an objection by Borrower. dime remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be resonable for the navment of any feet imposed by the Federal Emeroency Management Agency in connection with Useking services; or (b) a one-time charge for flood zone defermination and certification services and subsequent charges each time remaining or cimilar changes occur which reasonably might affect such determination or certification. Rottower shall Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and rewiferation cervices: or (b) a one-time charge for flood zone determination and certification and charge and cubecoment charge for flood zone determination and certification find and configuration cervices or charge for flood zone determination and certification for the configuration and configuration cervices and cubecoment charges each Subject to Lender's right to disapprove Bottower's choice, which right shall not be exercised unreasonably. Lender may require Rottower to nav in connection with this I can either: (a) a one-time charae for flood zone determination certification and Sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower expired to I ander a right to disapprent of porrower's choice which right shall not be exercised unreasonably. I ander may require (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can chance during the term of the Loan. The incurrence carrier providing the incurrence carrier providing the incurrence carrier providing the incurrence chall be chosen by Borrouser. limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deduction deductible levels) and for the periode that I ender requiree. What I ender requires purely and for the periode that I ender requiree what I ender requires purely in the amounts. insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to earthquakes and floods for which I ender requires incurance This incurance chall be maintained in the amounts Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender control or this Camming that Instrument it I and a determine that any next of the Dronady is subject to a lien which proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is newforming each company. (A) contacts the lien in nead faith by or defends against of the lien in lead

Upon payment in full of all sums secured by this Scourity Instrument, Lender shall promptly refund to Borrower and Community Association Dues, Rees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall promptly discharge any lien which has priority over this Security Instrument, lessehold payments or ground rents on the Property, if any. Borrower shall promptly discharge any lien which has priority over this Security Instrument of the extent that these items are Escrow Items, Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower any in any writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower and any accordance.

under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make un the deficiency in accordance with PESPA but in no more than 12 monthly naturally notified in decessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under PESPA I ender the amount necessary to Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify premay as required by premay and partourer chall not to I ender the amount necessary to make un the chortage in If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess in account to Brepa. If there is a character of Brinds held in econom, as defined under RESPA. I ender ehall notify

or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender chair aive to Borrower without character an annual accounting of the Funds as required by prespace. shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in uniting or Ambicable I aw requires interest to be naid on the Funds I ender shall not be required to nay Borrower any interest holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Romower interect on the Funds and Ambicable Lam memite Lender to make ench a character Unless an ameanment is made in apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds applying the Forest Items and applying the Funds and app (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall annly the Funds to say the Ferror Items and the time consisted under DECDA I ender chall not charge Borrower for The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity and render it I ender is an institution whose deposits are insured by a federal agency, instrumentality, or entity

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Ambicable I and Maria and reasonable estimates of expenditures of future Escrow Items time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shape and reasonable estimates of expenditures of future Berrow Herrical and reasonable estimates of expenditures of future Berrow Herrical and reasonable estimates of expenditures of future Berrow Herrical and reasonable estimates of expenditures of future Berrow Herrical and the property of the Berrow Herrical and the property of the Berrow Herrical and the Berrow Herrica Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the constined under preparation to permit Lender to apply the Funds at the constined under preparation to the constinued and the maximum amount a lender can require under Preparation of the Funds at the constinued of the constinued of the constinued of the constituence o or otherwise in accordance with Applicable Law.

or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall produce and in each amounts that are then required under this Section 3 to Lender all Funds, and in such amounts, that are then required under this Section 3. Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to a section is a rotice miven in accordance with Section 15 and mon such revocation. Retrower shall the fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount a property of the amount of the amount of the amount of the amount of the property of the propert agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borro fails to now the amount due for an Econom Item I ander may everoise its rights under Section 0 and new enth amount. purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant amount in many in more in continued in the performance of the purpose of such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall formovers he deemed to he a coverant and amended in this Security Instrument as the phrese successive.

Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of other third parties, retained by Borrower shall not be paid out of the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then du

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or testore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 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.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, any persons or inaccurate information or statements to Lender (or failed to provide Lender with material information) in

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occupancy of the Property as Borrower's principal residence. connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's

Lender incurs no liability for not taking any or all actions authorized under this Section 9. take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower

Instrument. These amounts shall bear interest at the Mote rate from the date of disbursement and shall be payable, with such Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security

acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower interest, upon notice from Lender to Borrower requesting payment.

termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to 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 substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage 10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall

does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower

include funds obtained from Mortgage Insurance premiums). mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements

affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any

of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or

and they will not entitle Borrower to any refund. any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or

- (b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to 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 any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person

transfer of title by Borrower at a future date to a purchaser.

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument. word "may" gives sole discretion without any obligation to take any action.

words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter conflicting provision.

conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the

and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Borrower Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it address, then Borrower shall only report a change of address through that specified procedure. There may be only one be the Property Address unless Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of prompty notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall

waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law. Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for provided in Section 20) and benefit the successors and assigns of Lender.

unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under co-signer's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that

Emmediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. 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 (including, but not limited to, hazardous substances in consumer products).

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Instrument. Lender may charge borrower a rector recent ander Applicable Law for services rendered and the charging of the fee is permitted under Applicable Law 24. Waiver of Valuation and Appraisement, Borrower waives all right of valuation and appraisement.

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 Security Instrument, Lender shall release this Security Security Instrument, Lender shall release this Security Instrument, but only if the fee is paid to a third party Instrument. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under Section 18 unless breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice is given to Borrower, by which the default must be cured; and Applicable Law provides otherwise). 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 default is not further inform Borrower of the right or any other defense of Borrower to acceleration and foreclosure. If the default is not

Borrower shall promptly give Lender written notice of (a) 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, (b) any Environmental Condition, including but not limited to, any spilling, or release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use leaking, discharge, release or threat of release of any Hazardous Substance or release of a Hazardous Substance with a Hazardous Substance with affecting the Property is necessary, Borrower shall promptly take all necessary remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remediations in accordance with affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

MICHAEL A JANCOSEK	-Borrower	Kenelie Cly A KIMBERLY A JANCOSEK	Janasch	(Seal
	(Seal) -Borrower			(Seal) -Borrower
	(Seal) -Borrower			(Seal) -Borrower
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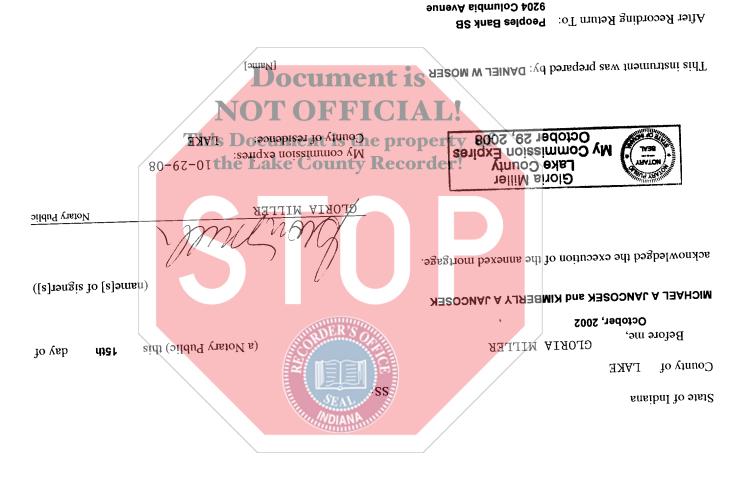
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