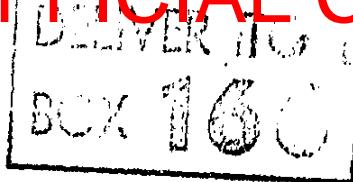


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COOK COUNTY, ILLINOIS  
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Prepared by: TRACY WYTRWAL  
4445 W 95TH ST OAK LAWN, IL 60453

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **DECEMBER 8, 1994**. The mortgagor is  
**DANIEL G SMITH AND SUZANNE M SMITH, HIS WIFE**

( "Borrower"). This Security Instrument is given to

**STANDARD FEDERAL BANK FOR SAVINGS**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632**

( "Lender"). Borrower owes Lender the principal sum of **SIXTY THOUSAND DOLLARS & NO CENTS**

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

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JANUARY 1, 2025**.

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 126 IN COUNTRY TRAILS UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1992 AS DOCUMENT 92230087, IN COOK COUNTY, ILLINOIS.**

PIN# 06-17-115-007-0000

which has the address of **1376 ELIOT TRAIL** **ELGIN** [Street, City].  
Illinois **60120** [Zip Code] ("Property Address"):

**ILLINOIS-Single Family-FNMA/FHLMC UNIFORM  
INSTRUMENT Form 3014 9/90**

VMP-2008(IL) 19408

Amended 6/91

VMP MORTGAGE FORMS - 18001521-7201



Printed on Recycled Paper Page 1 of 8 Initials: **SM**  
**DCS**



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Borrower shall provide any information which this Security Instrument may contain priority over this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attain priority over the lien of (c) securities from the holder of the lien an agreement satisfactory to Lender authorizing the lien to encroachment of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation executed by the lien in a number acceptable to Lender; (e) contents in good faith the lien borrows shall provide any information which this Security Instrument may contain priority over this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence verifying the payments. If the person owed payment, however shall promptly furnish to Lender all notices of nonpayment to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and less than payments of ground rents, if any, Borrower shall pay

4. **Charges:** Lender shall pay all taxes, assessments, charges, etc., to any late charges due under the Note.

5. **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 payable under paragraphs 2;

6. **Priority:** Lender shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

7. **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 at the time of acquisition or sale as a credit against the sums secured by funds held by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

unpaid monthly payments, at Lender's sole discretion.

If the funds held by Lender exceed the amounts received by Lender in addition to those received by this Security Instrument,

8. **Funds held by Lender:** The funds are pledged as additional security for all sums secured by this Security Instrument.

9. **Interest:** In addition to the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than

time is not sufficient to pay the face amount of the funds when due, Lender may so notify Borrower in writing, and, in such case Borrower

for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any

applyable law requires interest to be paid by applicable law, Lender shall incur to pay Borrower any interest or earnings on the funds

held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an independent real estate tax service

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

verifying the taxes, unless Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or

escrow items. Lender is such an institution or in any Federal Loan Bank, Lender shall apply the funds to pay the

escrow items. Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or

escrow items, if Lender is such an institution whose depositors are insured by a federal agency, instrumentality, or entity

10. **Funds shall be held in an account in accordance with applicable law.**

11. **Payment of Premium and Interest:** Premium and Late Charges, Borrower shall promptly pay when due the

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

13. **Principals of and interests on the debt evidenced by the Note and any prepayment and late charges due under the Note.**

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

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

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

15. **BORROWER COVENANTS:** Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

and convey the property to the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants

and warranties by joint stock a title to the Property as follows:

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

17. **THIS SECURITY INSTRUMENT** constitutes uniform security instrument covering real property.

18. **VARIACTIONS:** Variations by joint stock a uniform security instrument covering real property.

19. **PRINCIPAL OF PREMIUM AND INTEREST:** Premium and interest instrument use and non-uniform covenants with limited

and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

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

the provisions of paragraph 8, in lieu of the payment of insurance premiums. These items are called "Fees,"

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federal

federal mortgage loan and, retitle for Borrower's account under the federal Real Estate Settlement Procedures Act of

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds

referred herein may estimate the amount of fees due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of fees due on the basis of current data and reasonable estimates of expenditures of future

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

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

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

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

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

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

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

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

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

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or any other address howsoever designated by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise so directed. The notice shall be directed to the Proprietary Address.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

it to the first class mail address applicable law requires use of another method. The notice shall be directed to the Proprietary Address

by first class mail unless otherwise under the Note.

15. Lessor's charges. If the loan secured by this Security Instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other loan charges collected or in the collection in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

16. Lessor's rights. If the loan secured by this Security Instrument is subject to a law without loan charges,

make any accommodations with regard to the terms of this Note without the Borrower's consent.

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personalty obligated to pay the sums lastment but does not exceed the Note; (c) is to satisfy this Security Instrument only to the extent that Borrower's liability paragraph 17. Borrower's coverages and guarantees shall be joint and several. Any loss arising this Security instrument interpretation shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Security instrument and Assigees Bound Joint and Several Liability; Co-signers. The coverages and agreements of this

exercise of my right of remedy.

17. Successors in interest. Any right or remedy shall not be a waiver of or preclude the successors in interest by this Security Instrument by reason of any diminution made by the original Borrower or Borrower's countee proceedings against any successor in interest or refuse to execute a note or otherwise modify amortization not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make payment of the sums secured by this Security Instrument provided by Lender to any successor in interest of Borrower shall not be required to

of another instrument of the sums secured by this Security Instrument provided by Lender to any successor in interest of Borrower shall

possessive the date of the monthly payments 1 and 2 or otherwise the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to participate shall not extend or

sold by this Security Instrument, whether or not due.

If the Property is abandoned by Borrower or if, after notice to Borrower to take the condition offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums

secured by this Security Instrument, whether or not due.

18. Right of sale. The proceeds of any application of proceeds to participate shall not extend or

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

before the taking, the sums saved immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing; (b) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing; (c) the sums secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

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

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

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

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

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

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

insurance cards in accordance with any written agreement between Borrower and Lender or applicable law.

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

that Lender requires) provided by an insurer approved by Lender shall become available and is obtained, Borrower shall pay

payments may no longer be required he received, at the option of Lender, if mortgagor becomes unable and for the period

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ceases to

substantially equivalent insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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

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

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

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

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

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

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

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

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

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

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

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

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BOX 166

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Form 301A 9/90

My Commission Expires 4-14-98  
Notary Public, State of Illinois  
Andrew Snarski  
OFFICIAL SEAL

My Commission Expires  
Searched and delivered my hand and official seal, this 8th day of DECEMBER 1994  
free and voluntary, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged did I, (I, personally known to me to be the same person(s) whose name(s)  
is/are subscribed to the foregoing instrument, affixed my hand and official seal, this 8th day of DECEMBER 1994  
for the uses and purposes herein set forth,

0380390

DANIEL C SMITH AND SUEZANNE M SMITH, HIS WIFE  
a Notary Public in and for said county and who do hereby certify

I, THE STATE OF ILLINOIS

that

(County ss) GOOD

borrower  
(Seal)

however  
(Seal) SUEZANNE M SMITH

borrower  
(Seal) DANIEL C SMITH

Witnesses  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
in any riders) executed by Borrower and recorded with it.

- Adjustable Rate Rider       Contingent Payment Rider       Planed Term Payment Rider       Biweekly Payment Rider       Other(s) (specify) \_\_\_\_\_  
 Creditable Payment Rider       Late Improvement Rider       Second Home Rider       V.A. Rider

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

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
without charge to Borrower. Borrower shall pay any recording costs.  
27. Release, but not limited to, reasonable attorney's fees and costs of title evidence.  
28. Release, but not limited to, reasonable attorney's fees and costs of title evidence.  
29. Release, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph  
provided by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
before the date specified in the notice. Lender, in its option, may require immediate payment in full of all sums  
due before the date specified in the notice. Lender, in its option, may accelerate the debt due, if the debt due is not cured on  
non-existence of a default or any other defense of Borrower to accelerate, if the debt due is not cured on  
borrower's failure to renew the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further  
(d) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;