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COOK COUNTY, ILLINOIS FILED FOR RECORD

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LYONS FEDERAL TRUST and Savings Bank

7891385W law

MORTGAGE

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Borrower:	Fletcher Atrickland	
	46	
	Lily Ann Strick)ard	
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_	6918 South Garden Leae	
·		
	Bridgeview, Illinois 60455	<u> </u>
		仁 /
Date	January 16, 1987	Ω_{1}

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XX. ASSIGNMENT OF RENTS **APPOINT** LENDER IN POSSESS As additional security hereunder. Bo mives thereby a paign the Lander this rights of the Pioperty, project the Sorrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Pioperty have the right to got entain such mints as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

XXI. FUTURE ADVANCES

XXII. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note interest rate may be increased or decreased on the day after the second business day of every month.

Changes in the interest rate are governed by changes in the Annual Percentage Rate (APR) which is equal to the Index plus One and one-half (1.3 %) percentage points. The index is the prime interest rate as established and announced from time to time by Chase Manhattan Bank, N.A., of New York as set and established as of the day after the second business day of each month. In the event that the prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chiase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., is not available the equivalent prime rate of Chase Manhattan Bank, N.A., of New York sail be used. However, the Annual Percentage Rate aforesald, shall take effect prospectively as of the effective date of any change in the Index.

There is no maximum limit on changes in the interest rate at any Change Date.

If the interest rate changes, the amount of Burrower's monthly payments will change as provided in the Note, increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. 87048379

XXIII. LOAN CHARGES

It could be that the Ir an recured by this Mortgage is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected in connection with the loan would exceed permitted ilmits. If this is the case, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted ilmits will be refurded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower.

XXIV. REVOLVING CREDIT

This Mortgage is given to secure 1 evolving credit loan, the terms of which provide that future advances may be made in an aggregate amount not to exceed the amount of lien set forth could be determined by Mortgage. All such future advances are due and payable Ten (10) years from the date hereof, at which time Lender's obligation to make additional advances shall terminate. The lien of this Mortgage shall be valid as to all such indebtedness and future advances, which rina' have priority over all subsequent liens and encumbrances and shall have priority as though they were made on the date hereof.

XXV. PRINCIPAL RESIDENCE

In the event that all of the Borrowers cease to use the property as their principal residence, then Lender may, at Lender's option, declare all the sums secured by this Mortgage immediately due and payable.

Upon payment of all surns secured by this Mortgage, Londer shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

XXVII. WAIVER OF HOMESTEAD

Borrower hereby waives all right of homestead exemption in the Property.

My Commission Expires 7/17/90

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holders of any mortgage, deed of trust or other er our abrance with a lien which has priority over this Mortgage

Notice to Len action.	nder, at Lender's address set forth on page one of	this Mortgage, of	any default u voer the sup	erior encumbrance and of any sale or	other foreclosure
IN WITH	NESS WHEREOF, Borrower has executed this	Mortgage.	()		
flit	the Stilled		Kily Co	n Stricklan	0
Borrower	Fletcher J. Strickland		Borrower Li	y Arn Strickland	
Borrower			Borrower	10	
This instrume	ent was prepared by: Diane M. Tea	<i>l</i>			<u> </u>
Cor 1 E	ONS FEDERAL TRUST AND SAVINGS BANK nsumer Loan Department East 22nd Street mbard, Illinois 60148	ВС	X 393—HV	Nico	048379
STATE	Illinois)			9
COUNTY	DuPage) SS:)			
1,	Connie E. Benson Fletcher J. Strickland and Lily A	inn Strickla	nd, A Notary Public in	and for said county and state, do h	ereby certify that
personally kn edged that _	nown to me to be the same person(s) whose name the V signed and delivered the said insti	r(s) subscribed to:	the foregoing instrument.	appeared before me this day in pers	on, and acknowi-
Given u	inder my hand and official seal, this 16th o	day of <u>Janu</u>	ary	, 1987	
My Commiss	"OFFICIAL SEAL Countie E. Benson	on §	Con	nú E. Dens =	<u>~</u>

UNOFFICIAL COPY_

MORTGAGE

THIS MORTGAGE is made this <u>16th</u> day of <u>January</u> , 19 <u>87</u> , between the Mortgagor	
Fletcher J. Strickland and Lily Ann Strickland, Husband and Wife	
(herein "Borrower"), and the Mortgagee, LYONS FEDERAL TRUST AND SAVINGS BANK, a federally chartered savings institution organize	
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Seven Thousand and 00/100******* *************************	****
indebtedness is evidenced by Borrower's note dated January 16, 1987 (herein "Note"), providing for month	dv installment
as provided in the Note, with the balance of the indebtedness, if not sooner paid, due and payable on	
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sum thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of B contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (Advances''), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois	lorrower hereir
	OD .
LOT 55 IN GILBERT'S AND WOLF'S BRIDGEVIEW GARDENS UNIT 1, A SUBDIVISION	-3
OF PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 24,	Õ
TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN	alia.
COOK COUNTY, ILLINOIS.	CO
END OF DESCRIPTION	ယ္
END OF SECRIFICA	87048379
	9
Permanent Real Estate Index Number(s):	
which has the address of 6918 South Garden Lane, Bridgeview, Illinois 60455	
herein "Property Address");	
TOGETHER with all the improvements now or is calter erected on the property, and all easements, rights, appurtenances, rents, royall and gas rights and profits, water, water rights, and v ater stock, and all fixtures now or hereafter attached to the property, all of which, including and additions thereto, shall be deemed to be and remain v $p = 1$ of the property covered by this Mortgage; and all of the foregoing, together with or the leasehold estate if this Mortgage is on a leasehold in the herein referred to as the "Property".	g repiacements h said property
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the	Property, that
he Property is not encumbered, except by a first mortgage lier in favor ofN/A	
as Document Number N/A with the N/A County Recorder of Deeds, and that Borrow and defend generally the title to the Property against all claims an Jumands, subject to any declarations, easements or restrictions listed of exceptions to coverage in any title insurance policy insuring Lenr er's interest in the Property.	ver will warran In a schedule
UNIFORM COVENANTS. Borrower and Lender covenants and agree as follows:	
I. PAYMENT OF PRINCIPAL AND INTEREST TIME OF ESSENCE	
Borrower shall promptly pay when due the principal of and Interest on the Ind ab 3 dness evidenced by the Note, prepayment and late charge in the Note, and the principal of and interest on any Future Advances secured by fals Mortgage. Time is of the essence hereof.	es as provided
THE AND AND AND DESIGN OF TRUCK OF TRUCK	

II. PRIOR MORTGAGES AND DEEDS OF TRUST -

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's coveriants to make payments when due. Borrower shall pay recause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgrige, and leasehold payments or ground rents, if any.

III. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the Note an 1 pringraphs 1 and 2 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal or any Future Advances.

IV. CHARGES - LIENS

Borrower shall pay all taxes, assessments and other charges, fines, and impositions attributable to the Frc perty which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly turnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly dischruge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of the in In, legal proceedings which operate to prevent the enforcement of the lien or forteiture of the Property or any part thereof. If Lender determine; that all or part of the sums secured by this Mortgage are subject to a lien which has priority over this Mortgage and the existence and priority of which the Lender has not previously consented to in writing, and if Lender sends Borrower a notice identifying that lien, Borrower shall promptly act as provided in this paragraph 4 or shall promptly secure an agreement subordinating that lien to this Mortgage.

V. HAZARD 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form An insurance policies and renewals intereor shall be in form acceptable to Lender and shall include a standard mortgage clause in rayor of and in form acceptable to Lender, Lender shall have the right to hold the policies and renewal thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 to Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Londer's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, and such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

VI. PRESERVATION AND MAINTENANCE OF PROPERTY - LEASEHOLDS - CONDOMINIUMS - PLANNED UNIT DEVELOPMENTS

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall the provisions of any lease it his Mortgage is of a leasence. If this Mortgage is of a leasence in the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof. VII. PROTECTION OF LENDER'S SECURIAN

If Borrower fails to perform the cover alter and a prome major in alned in nit is originally acted or proceeding is commenced which materially affects Lender's interest in the Property in the nit in the first control of the process in the Property in the nit in the first control of the process of the proceeding in the proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the Premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay when due the amount of all mortgage insurance premiums directly to the insurance carrier.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice property in any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

IX. CONDEMNATION

The proceeds of any award or claim for damages, direct of consequential, in connection with any condemnation or other taking of the Property, or past of the event of a total taking of the Property, the proceeds shall be specified to the paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice to Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender an 2 3or ower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 and 2 hereof or charge the amount of such installments.

X. BORROWER NOT FELTASED

Extension of the time for a constant or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to see use, in any manner, the liability of the original Borrower and Borrower's successor in interest. Lender shall not be required to commence proceedings agains, e. c., successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand mile by the original Borrower and Borrower's successors in interest.

XI. FOREBEARANCE BY LENDER ACT A WAIVER

Any forebearance by Lender in exercis no any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of t're indebtedness secured by this Mortgage.

XII. REMEDIES CUMULATIVE

All remedies provided in this Mortgage are distinc' and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

XIII. SUCCESSOR AND ASSIGNS BOUND -- JOIN AND SEVERAL LIABILITY -- CO-SIGNERS -- CAPTIONS

XIII. SUCCESSOR AND ASSIGNS BOUND — JOIN A'ID SEVERAL LIABILITY — CO-SIGNERS — CAPTIONS

The covenants and agreements herein contained shall bilid, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof A' covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage; and (c) agrees that Lender and any other Borrower's consent and without releasing that Borrower or make any other according more property. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

XIV. NOTICE

Except for any notice required under applicable law to be given in another nature, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Properly A idress or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified wall, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

XV. UNIFORM MORTGAGE - GOVERNING LAW - SEVERABILITY

This form of mortgage combines uniform coverants for national use and non-uniform covering with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Note are declared to be severable.

XVI. BORROWER'S COPY

Borrower shall be furnished a confirmed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

XVII. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER - ASSUMPTION

If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Bo rowe is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, excluding Lender may, at Lender's option, declared in the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by nedural law as of the date of this Mortgage. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to who notice. Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on notice is the secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 1.7. and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all only illows under this Mortgage and the Note. If there is a transfer of the Property subject to this paragraph, Lender may require (1) an increase in the current Note interest rate; or (2) a change in the Index; or (3) an increase in the percentage points added to the Index, or all of these, as a condition of Lender's waiving the option to accelerate provided in this paragraph 17. provided in this paragraph 17.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower falls to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke and remedies permitted by paragraph

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

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XVIII. ACCELERATION - REMEDIES

EXCEPT AS PROVIDED IN PARAGRAPH 17 HEREOF, UPON BORROWER'S BREACH OF ANY COVENANTS OR AGREEMENTS OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE ANY SUMS SECURED BY THIS MORTGAGE, LENDER PRIOR TO ACCELERATION SHALL MAIL NOTICE TO BORROWER AS PROVIDED IN PARAGRAPH 14 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH MUST BE CURED; AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING AND SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT LENDER'S OPTION MAY DECLARE ALL OF THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES OF FORECLOSURE, INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, AND COST OF DOCUMENTARY EVIDENCE, ABSTRACTS AND TITLE REPORTS.

XIX. BORROWER'S RIGHT TO REINSTATE

Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any preceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paregraph 18 hereof, including but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mongage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.