

# UNOFFICIAL COPY

Loan No: 0151016607

87367832

DEPT-01 RECORDING \$16.25  
TH0222 TRAN 1781 07/06/87 09:46:00  
H7670 # B 87-367832  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 29, 1987. The mortgagor is JEROME P. CONFORTI, JR. AND CYNTHIA J. CONFORTI, HIS WIFE ("Borrower"). This Security Instrument is given to SHELTER MORTGAGE CORPORATION, which is organized and existing under the laws of the State of Wisconsin, and whose address is 1375 East Schurding Road #220, Schaumburg, IL 60194 ("Lender"). Borrower owes Lender the principal sum of NINETY-FIVE THOUSAND TWO HUNDRED AND NO./100 Dollars (U.S.\$.) 95,200.00. 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 JULY 01, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 GLENDALE, COOK COUNTY, ILLINOIS:

LOT 3639 IN ELK GROVE VILLAGE SECTION 12, BEING A SUBDIVISION IN SECTION 32 AND 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MARCH 8, 1965 AS DOCUMENT NO. 19400461 IN COOK COUNTY, ILLINOIS.  
(Such property having been purchased in whole or in part with the sums secured hereby.)  
TAX KEY NO: 08-33-317-004 EE097

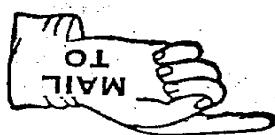
which has the address of 111 ESSEX ROAD, ELK GROVE VILLAGE, IL 60007 (Street) (City)  
Illinois (Property Address); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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.

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Schaumburg, IL 60194  
1375 East Schaumburg Road, #220

RETURN TO: Shetler Mortgagge Corporation

This instrument drafted by: H. SPENCER

NOTARY PUBLIC STATE OF ILLINOIS
NOTARIAL SEAL
ROGER E. REED
NOTARY PUBLIC

My commission expires:

I, *Jesse L. Cook*, do hereby certify that JEROME P. CONFORTI, JR. AND CYNTHIA J., do be the same persons whose name(s) are given under my hand and official seal, for the uses and purposes herein set forth.

Given free and voluntary act, for the uses and purposes herein set forth.

and acknowledged that they signed and delivered the said instruments as subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instruments as acknowledged to the foregoing instrument, before me this day in person.

Given under my hand and official seal, this 29th day of JUNE, 1987.

CONFORTI, HIS WIFE

STATE OF ILLINOIS, COOK COUNTY SS:

[Space Below This Line For Acknowledgment]

CYNTHIA J. CONFORTI  
JEROME B. CONFORTI, JR.  
*Jesse L. Cook*

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

Other(s) [Specify]  Graduate Family Rider  Planned Unit Development Rider  24 Family Rider  condominium Rider  Adjustable Rate Rider  Condominium Rider

Instrument [Check applicable boxes(s)]  
Supplemental instrument, if one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. If any rider(s) are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of this Security instrument shall be incorporated into and shall amend and supplement this Security instrument. If any rider(s) are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of this Security instrument shall be incorporated into and shall amend and supplement this Security instrument.

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

21. 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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption, Lender may sell the real estate by public auction or otherwise.

but not limited to, reasonable attorney's fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.

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 to accelerate the procedure proceeding the non-

acceleration of a default or any other delinquency to accelerate the notice to assert in the foreclosure proceedings.

information Borrower of the right to accelerate after acceleration and sale of the notice shall further secure by this Security instrument, foreclose by judicial proceeding and sale of the notice may result in acceleration of the sums

and (d) that failure to cure the defect or default on or before the date specified in the notice may result in acceleration of the sums unless

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

unless applicable law provides otherwise. The notice shall be delivered to Borrower, by delivery the default must be cured;

breach of any covenant or agreement prior to acceleration following Borrower's

acceleration; Remedies, Lender shall give notice to Borrower and Lender further covenant and agree as follows:

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 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 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.

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 19 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. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

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

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18. Borrower's Right to Reinstatate. If Borrower fails to make payment when due or if Borrower violates any term of this Security Instrument, Lender may apply for a court order requiring Borrower to pay all sums due and to reinstate the original terms of this Security Instrument, even if Lender has sold or assigned this Note and the original terms have been modified. If Lender succeeds in doing so, Borrower shall have the right to have application of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as Lender may specify) for reinstatement; or (b) entry of a judgment entitling Lender to payment of all sums due under this Security Instrument; or (c) entry of a judgment entitling Lender to payment of all sums due under this Note and the original terms have been modified. Those conditions are true that Borrower: (a) pays Lender all sums which Lender would be due under this Security Instrument and the Note had not been modified; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; or (d) pays Lender the sum necessary to secure Lender's interest in the property described in this Security Instrument, less the amount of any sums received by Lender from the sale of the property. Lender may exercise any rights available under applicable law or this Agreement to collect on this Note.

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.

Federal law as of the date of this Security Instrument.

16. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the security instrument is sold or transferred for a beneficial interest in Borrower, the original holder of the security instrument shall copy of the certificate of title or other title evidence held by the original holder of the security instrument shall be given one month before the transfer of the security instrument.

17. Transfer of the Property or Beneficial Interest in Lender. If all or any part of the security instrument is sold or transferred for a beneficial interest in Lender, the original holder of the security instrument shall copy of the certificate of title or other title evidence held by the original holder of the security instrument shall be given one month before the transfer of the security instrument.

which can be given to children and teenagers, and the accompanying programme, to this end the following sections of this document may be used:

15. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which it is located. In the event any provision of this Security Instrument conflicts with applicable law, such conflict shall affect other provisions of this Security Instrument and the Note contract to the extent necessary to make the Note contract conform to applicable law.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it to its Security Office at the address set forth above.

rendering any provision of the Note or this Security Instrument unnecessary according to its terms. Lender, in its option, may require immediate payment in full of all sums secured by this Security Instrument unless otherwise specified in the Note or this Security Instrument. Lender shall take such steps specified in the Note or this Security Instrument as Lender deems necessary to collect any sum due under this instrument.

permitted him to rehire it to another. Lender may cross to make this ruling by reducing the principal owed under the Note or by making a direct payment to Borrower. If a third party reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

12. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a law which sets maximum loan charges, and which law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

the sum secured by this security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgo or release any accommodation without regard to the terms of this Security Instrument or the Note without the Borrower's consent.

of paragraph 17, Borrower's covenants (and any covenants shall be joined and severable). Any Borrower who co-signs this Security Instrument but does not execute the Note (e.g., (i)), is co-signing this Security Instrument only to mortgage, grant and convey that instrument but does not interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay to the Secured Lender any amounts due under the terms of this Security Instrument; and (c) is not liable for any other obligations of the Borrower under this Security Instrument.

By the program's end, 90% of participants will have increased their self-efficacy in addressing barriers to physical activity. This will be measured through a pre- and post-intervention survey. The survey will include questions about barriers to physical activity, self-efficacy, and perceived social support.

Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest or of the original Borrower or Borrower's successors in interest from any liability of Borrower under this Agreement.

Unities, such as software or hardware otherwise agreed upon, will be delivered to the manufacturer of the equipment or to the customer at the time of delivery.

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's authority to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the sums received by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to be sold to Borrower, (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking, the sum secured by this Security instrument shall be reduced in proportion to the amount of the proceeds retained by the Lender otherwise agreed in writing. The sums secured by this Security instrument shall be reallocated to the sums secured by the other instruments held by the Lender.

any condemnation or other taking of any part of the Property, or for convenience in connection with any condemnation or other taking of any part of the Property, or for convenience in connection with the misapplication of funds held in trust for the benefit of the lessee, shall be paid to Lender.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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~~Loan No:~~ 0151016607

## **ADJUSTABLE RATE RIDER**

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29<sup>TH</sup>. day of JUNE, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SHELTER MORTGAGE CORPORATION, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

111 ESSEX ROAD, ELK GROVE VILLAGE, IL 60007

### Property Address

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500...%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of JULY 01, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Charges

Before each Change Date, the Note Holder will calculate my new interest rate by adding ..... 2.60 ..... percentage points (<sup>12.60</sup><sub>%</sub>) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than ..... 9.500 .....% or less than 5.500 .....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.500 .....%.

(E) Effective Date of Changes

**(E) Effective Date of Change:**  
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

B. TRANSFER OF THE PROPERTY FOR A DEED-IN-LAW INVESTMENT  
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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# Proposed

Property of  
The University of Texas at Austin

the right to sue for damages in the event of a violation of their rights.

**LETTER RECORDING ALIENATION TO  
HELTER MORTGAGE**  
375 East Schamburg Road, #220  
Schamburg, IL 60194

EFTER BEGÖRDTING BETJÄRN T.O.

Clerk's

6 Office

*Cynthia J. Gonfert* - CYNTHIA J. GONFERT - (Seal) - Borrower

JEROME P. CONFORTI, JR.  
Borrower  
(Seal)

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Adjustable Rate  
Debt Agreement.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration and shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases the instrument. Borrower will agree to keep all the promises and agreements made in the Note and in this Security instrument and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument.