

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 JUN -5 PM 1:00

90261046

CH 259237

(Space Above This Line For Recording Date)

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 22 1990. The mortgagor is William R Strackany and Nancy C Strackany, as joint tenants. ("Borrower"). This Security Instrument is given to Valley Bank and Trust Company, which is organized and existing under the laws of Illinois, and whose address is 888 N. Lafox Street, South Elgin, Illinois ("Lender"). Borrower owes Lender the principal sum of Four Hundred Seventy Three Thousand Two Hundred Six and 40/100 Dollars (U.S. \$ 473,206.52). 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 3/21/91. Final amt will be due on demand after 3/21/91. 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 Cook County, Illinois:

See as per attached:

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF LOT 12 IN COUNTY CLERK'S SUBDIVISION OF UNSUBDIVIDED LANDS BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 12, BEING A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF A PUBLIC HIGHWAY WITH THE EAST LINE OF THE TEFFT FARM; THENCE SOUTHERLY ALONG SAID EAST LINE OF SAID LOT 12 BEING ALONG THE EAST LINE OF THE TEFFT FARM, A DISTANCE OF 468.6 FEET TO AN ANGLE IN SAID EAST LINE; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 193.71 FEET TO THE SOUTH EAST CORNER OF SAID LOT 12 BEING ALSO THE NORTH EAST CORNER OF A TRACT OF LAND CONVEYED TO MARIA E. WEBSTER, BY DEED RECORDED APRIL 12, 1890 AS DOCUMENT NO. 1249499, THENCE NORTH WESTERLY ALONG THE SOUTH LINE OF SAID LOT 12 BEING ALONG THE NORTH LINE OF SAID WEBSTER TRACT A DISTANCE OF 250.0 FEET; THENCE NORTHERLY A DISTANCE OF 611.94 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORESAID PUBLIC HIGHWAY THAT IS 250.0 FEET WESTERLY OF (MEASURED ALONG SAID SOUTHERLY LINE) THE PLACE OF BEGINNING; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF PUBLIC HIGHWAY A DISTANCE OF 250.0 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF THE HIGHWAY AT THE EAST CORNER OF THE LAND CONVEYED TO J. P. SHAVER BY DEED RECORDED JULY 1, 1889 AS DOCUMENT NUMBER 1123117 (BEING 4 CHAINS AND 84 LINKS EAST OF A STONE OPPOSITE THE SOUTHEAST CORNER OF OAKWOOD PARK); THENCE NORTH 89 DEGREES 05 MINUTES EAST ALONG SAID LINE OF HIGHWAY A DISTANCE OF 84.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 05 MINUTES EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 237.56 FEET TO A POINT THAT IS 250 FEET WESTERLY, AS MEASURED ALONG THE SOUTH LINE OF SAID HIGHWAY, OF THE EAST LINE OF THE TEFFT FARM; THENCE SOUTHERLY A DISTANCE OF 611.94 FEET TO A POINT ON THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO MARIA E. WEBSTER BY DEED RECORDED APRIL 17, 1890 AS DOCUMENT NUMBER 1249499, SAID POINT BEING 250 FEET WESTERLY, AS MEASURED ALONG THE NORTHERLY LINE OF SAID WEBSTER TRACT OF LAND, OF THE NORTHEAST CORNER OF SAID WEBSTER TRACT OF LAND; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF THE WEBSTER TRACT OF LAND A DISTANCE OF 242.80 FEET; THENCE NORTHERLY 559.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

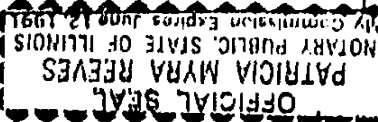
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Pat Reeves 888 N Lafox St. 971 Bode Rd., Elgin IL 60120

THE VALLEY BANK & TRUST CO. 888 N. LAFOX STREET SOUTH ELGIN, ILLINOIS 60177



Handwritten signature of Patricia Myra Reeves

RECEIVED

INSTRUCTIONS NAME STREET CITY

OR

Ex 15

set forth

Given under my hand and official seal, this 22nd day of May, 1991. Patricia Myra Reeves, Notary Public in and for said county and state.

STATE OF ILLINOIS, Kane County ss:

(Space Below This Line For Acknowledgment)

Signatures of William R. Strackany and Nancy C. Strackany

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

- Adjustable Rate Rider, Graduated Payment Rider, Planned Unit Development Rider, 2-4 Family Rider

19. NON-UNIFORM COVENANTS, 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 paragraphs 13 and 17 unless applicable law provides otherwise). 20. Lender in Possession. 21. Release. 22. Waiver of Homestead. 23. Riders to this Security Instrument.

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ILLINOIS Single Family—FNLMA/FHLMC UNIFORM INSTRUMENT
RECORDED FROM ILLIANA FINANCIAL, INC.

Form 3014 12/83

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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 additions 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 seized 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.

which has the address of
971 Bode Rd
Elgin
Illinois ("Property Address");
60120
..... (Zip Code)

P.I.N. No. 06-18-300-072 and 06-18-300-052

Property of Cook County Clerk's Office

DATE OF RECORDED INSTRUMENT

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

19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 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 foreclosure proceeding 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 paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

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 recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) (specify)

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

William R. Strackany (Seal)
William R Strackany (Borrower)

Nancy C. Strackany (Seal)
Nancy C Strackany (Borrower)

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, Kane County ss:

I, Patricia Myra Reeves, a Notary Public in and for said county and state, do hereby certify that William R. Strackany and Nancy C. Strackany as joint tenants, personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of May, 1990

My Commission Expires:



Patricia Myra Reeves
Notary Public

DELIVERY

NAME: THE VALLEY BANK & TRUST CO.
 STREET: 888 N. LaFOX STREET
 CITY: SOUTH ELGIN, ILLINOIS 60177

INSTRUCTIONS: OR Box 15

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OR ABOVE
DESCRIBED PROPERTY HERE

971 Bode Rd., Elgin 11 60120

Pat Reeves 888 N Lafox St.

So Elgin 11 Valley Bank and Trust Co.

90261046

SOUTHERLY A DISTANCE OF 611.94 FEET TO A POINT ON THE NORTHERLY LINE OF A TRACT OF LAND CONVEYED TO MARIA E. WEBSTER BY DEED RECORDED APRIL 17, 1890 AS DOCUMENT NUMBER 1249499, SAID POINT BEING 250 FEET WESTERLY, AS MEASURED ALONG THE NORTHERLY LINE OF SAID WEBSTER TRACT OF LAND, OF THE NORTHEAST CORNER OF SAID WEBSTER TRACT OF LAND; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF THE WEBSTER TRACT OF LAND A DISTANCE OF 242.80 FEET; THENCE NORTHERLY 559.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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UNIFORM COVENANTS. 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-half of: (a) yearly taxes and assessments which are payable on the Property; (b) yearly hazard insurance premiums; and (c) 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 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, unless 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 debt 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 date 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 necessary to make up the deficiency in one or more payments as required by Lender, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Lender's 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 the 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 attach to the Property over the term of this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay the 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) consents 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 attach to the Property over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or make 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 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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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 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.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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 of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 first class mail to 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 had no acceleration 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 paragraphs 13 or 17.

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