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DEPT-01 RECORDINGS \$31.00
T9888 TRAN 4269 11/12/92 15:09:00
99775 # - 92-844833
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE 0116005343

THIS MORTGAGE ("Security Instrument") is given on October 27, 1992. The mortgagor is Joseph J. Sodini and Maryann M. Sodini, his wife as JT/WROS ("Borrower"). This Security Instrument is given to PEERLESS FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 8043 W. IRVING PARK ROAD SCHILLER PARK, IL 60176-2298 ("Lender"). Borrower owes Lender the principal sum of One Hundred Twelve Thousand and No/100 Dollars (U.S. \$ 112,000.00). 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 December 1, 2007. 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:

COMMUNITY TITLE GUARANTY CO.
377 E. Butterfield Rd., Suite 100
Lombard, Illinois 60148
(708) 512-0180/(708) 522-1366

LOT TWENTY-THREE (23) AND THE WEST HALF ($\frac{1}{2}$) OF THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOT TWENTY-THREE (23) IN BLOCK TEN (10) IN HULBERT DEVONSHIRE TERRACE, IN THE SOUTHWEST QUARTER ($\frac{1}{4}$) OF SECTION THIRTY-FIVE (35), TOWNSHIP FORTY-ONE (41) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED MAY 23, 1924, AS DOCUMENT 8432592, IN COOK COUNTY, ILLINOIS. ****

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PIN #: 09-35-323-006

which has the address of 1105 S. Lincoln Park Ridge
(Street) (City)

Illinois 60068 ("Property Address");
(Zip Code)

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."

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.

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

RECORDING
BOX 166

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5. **Hazard or Property Insurance.** Borrower shall keep the term "excluded coverage" and any other hazards, the property insured against loss by fire, hazards included within the term "excluded coverage" now existing or hereafter erected on land, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender's periods that Lender requires, for which Lender requires carter provides for the insurance company chosen by Borrower subject to the amounts and including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and period of time required by the Note and any premium paid by Lender, until the day monthly premium paid by Borrower due to the premium paid by the Note, for which Lender requires insurance. The premium paid by Borrower due to the Note, for which Lender requires insurance, shall be unreasonably withheld until the day monthly premium paid by Borrower due to the Note, for which Lender requires insurance, is received by Lender.

6. **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) complies in good faith the lien by, or defers against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument, if Lender may give notice identifying the lien. Borrower shall

may attach priority over this Security instrument, if Lender may give 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.

7. **Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing under this paragraph.** If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing

on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid

shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the same to the Lender prior to the time the property may attach priority instrument, and leasehold payments for ground rents, if any. Borrower

payable to Lender under paragraphs 1 and 2 shall be applied: first, to any unpaid charges due under the Note;

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under

any sum secured by this Security instrument, shall be applied to the acquisition of the sums

or sale of: (a) Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums

any sum held by Lender. If, under paragraph 2, Lender shall recoupire or sell the property, Lender, prior to the acquisition

any sum received by Lender shall be applied to the acquisition of the sums

nu more than twelve months, at Lender's sole discretion.

Borrower shall pay to Lender the amount necessary to make up the deficiency in

any time is not sufficient to pay the Escrow items were due, Lender may so notify Borrower in writing, and, in such case

for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender

for verification exceeding the amount permitted to be held by Borrower shall account to Borrower

and Escrow items, unless Lender may require Borrower to pay a one-time charge for an independent real estate

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

service used by Lender in connection with this loan, unless applicable law prohibits Lender

from reporting service used by Lender to verify the Escrow items, unless Lender pays Borrower interest on the funds

account, or verified by Lender in any note holding and applying the Escrow items, and usually analyzing the escrow

pay the Escrow items, Lender may not charge Borrower for holding and applying the Escrow items, unless Lender

includimg Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount, Lender may estimate the amount of funds due on the basis of current data and

another law that applies to the funds held by Lender, if so, Lender may, at any time, collect and hold funds in an

Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq., ("RESPA"), unless

amount in Lender for a federally related mortgage loan may require for Borrower's account under the general Real

items are called "Escrow items," Lender may, at any time, collect and hold funds in an amount not to exceed the maximum

to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower

leseshold payments or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly

(a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the property, (b) yearly

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), for:

2. **Funds for Taxes and Insurance.** Subject to application of any premium, if any, and late charges due under the Note,

the principal of and interest on the debt evidenced by the Note and any prepayment premium, if any, 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"), for:

1. **Payment of Principal and Interest; Prepayment Premium and Late Charges.** Borrower shall promptly pay when due

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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 obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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| 24. 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 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)) | | |
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Grandfathered Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Ballot Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| Withcasses: | | |
| STATE OF ILLINOIS, <i>(Signature)</i> County ss: | | |
| Given under my hand and official seal, this <i>27th</i> day of <i>October</i> , 19 <i>92</i> | | |
| for forth. | | |
| Signed and delivered the said instrument as herein free and voluntary act, for the uses and purposes herein | | |
| subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he she they | | |
| personally known to me to be the same person(s) whose name(s) are | | |
| do hereby certify that Joseph J. Sodini and Maryann M. Sodini , his wife | | |
| a Notary Public in and for said county and state, | | |
| <i>(Signature)</i> Maryann M. Sodini (Seal) | | |
| Social Security Number 336-56-1486 —Borrower | | |
| Social Security Number 344-58-8224 —Borrower | | |
| Social Security Number 344-58-8224 —Borrower | | |
| (Space Below This Line for Acknowledgment) | | |
| CATHERINE M. GALLAGHER Notary Public, State of Illinois My Commission Expires 5/20/98 | | |
| "OFFICIAL SEAL" | | |
| NAME CATHERINE M. GALLAGHER STREET 9343 W Irving Park Road CITY Chicago STATE IL ZIP 60176 PHONE Perelgee Federal Savings Bank FAX Milissa M. Nadowski INSTRUCTIONS This instrument was prepared by DISCLAIMER FOR RECORDERS INDEX WORKS OF ABOVE NOTARY PUBLIC NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/20/98 | | |

Form 3014 Q190 (page 6 of 6 pages)

SCHILLER PARK, IL 60176

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Form 3014 Q190 (page 6 of 6 pages)

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9. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the 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.

11. 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 of or preclude the exercise of any right or remedy.

12. 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.

13. 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 exceed 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.

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

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs, Lender shall pay his Security interest.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall pay his Security interest.

This paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance, is not cured on or before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney fees and costs of title insurance.

is not cured on or before the date specified in the notice, Lender to assert in the foreclosure, if the defaultceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure proceedings shall further inform Borrower of the right to accelerate after by judicial proceeding in the event of the sum secured by this Security instrument, unless otherwise specified in the note to assert in the foreclosed, shall further to cure the default or before the date specified in the note, Lender may resell, in acceleration of the sum secured by this Security instrument and sale of the property, The note be cured; and (d) that failure to cure the default or before the date specified in the note, Lender may resell, in acceleration of the sum secured by this Security instrument, unless otherwise specified in the note to Borrower, by written notice default; (c) a date, not less than 30 days from the date the notice is given to Borrower, to cure the note applies unless applicable law provides otherwise. The notice shall be given to Borrower, (a) the default or under Paragraph 17 breach of any covenant or agreement in this Security instrument (but not prior to acceleration), and Paragraph 17 breach of any covenant or agreement to Borrower and Lender under following Borrower's

NON-LIEN FORM COVENANTS. Borrower and Lender further covenant and agree, as follows:

that relate to health, safety or environmental protection.

used in this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdiction where the Property is located

by Environmental Law and the following substances: gasoline, kerosene, oil, flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or lead, radioactive materials. As used in this paragraph 20, "Hazardous Substances", are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

environmental agency or private party involving the Property and any government or regulatory authority of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or any government agency or regulatory agency or private party involving the Property and any Hazardous Substances of

any government or regulatory agency or private party involving the Property and any Hazardous Substances to do, injurying affecting to normal residential uses and to maintenance of the property.

The notice on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate use, or storage on the Property or in violation of any Environmental Law. The preceding two sentences shall not apply to the presence of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not cause the property to permit the presence of any Hazardous Substances.

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 be given written notice of the change in coordinate with a change of the Loan Servicer, Borrower will be one or more changes, of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan also may be due to more changes, that collects monthly payments due under the Note and this Security instrument. There known as the "Loan Servicer"), that collects monthly payments due under the Note and this Security instrument. There instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security right to reinstate and, if applicable in the case of acceleration under Paragraph 17.

Instrument and the collateral secured hereby shall become as it is no acceleration had occurred. However, this instrument secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security interest in the sum secured by this Security instrument, Lender's rights in the Property and Borrower's obligation to pay require to use, that the loan of this Security instrument, Lender's rights in the Note and Lender may reasonably instrument, including, but not limited to, reasonable attorney fees; and (d) pays all expenses incurred in enforcing this Security instrument; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in accelerating this Security instrument; or (b) entry of a judgment entitling 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 accelerating this Security instrument, or (b) entry of a judgment entitling this Security instrument, Those conditions are that Borrower: as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this instrument of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as agreed between the parties to this Security instrument); (b) before sale of the Property pursuant to any power of sale contained in this Security instrument, if Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security instrument without further notice or demand on Borrower.

by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke of note 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. However, this option shall not be exercised by Lender if exercise is prohibited by general

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period law as of the date of this Security instrument.

secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general person) without Lender's prior written consent, Lender may, in his option, require immediate payment in full of all sums