UNOFFICIAL COPY 9 5 7

Unit 492, 9401 3-W Bay Colony, Des Plaines, Illinois

Unit 492 as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 18th day of November, 1974, as Document Number 2783627. An undivided .2928% interest (except the Units delineated and described in said survey) in and to the following described premises: That part of Lots One (1), Two (2) and Five (5), in Louis Meinshausen's Subdivision of part of Frederich Meinshausen's Division of lands in Section 15 and 16, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of Lot 1 aforesaid 91.00 feet West of the Northeast corner thereof; thence West along the North line of Lot 1 aforesaid, 367.35 feet to a line which is perpendicular to the Easterly extension of the North line of the South Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) of the Northeast Cuarter (1/4) of Section 16 aforesaid, which is drawn through a point in said Easterly Extension 192.86 feet East of the Northeast corner thereof; thence South along said perpendicular line 247.69 feet to a line perpendicular to the West line of Lot 1 aforesaid which passes through a point in said Mart line 610.00 feet North of the Southeast corner of Lot 2 point in said West line 610.00 feet North of the Southeast corner of Lot 2 in Louis Meinshalsen's Subdivision aforesaid; thence West along last described perpendicular line 495.29 feet to a line 282.82 feet West of and parallel with the Fast line of Lot 2 aforesaid; thence North along said parallel line 231.73 feet to a point on the North line of Lot 2 aforesaid; thence West along the North line of Lot 2 aforesaid 427.11 feet to a point 710.0 feet West of the Northeast corner thereof; thence Southerly 301.37 feet along a line which makes an angle of 88 degrees 46 minutes 00 seconds to the left of the last described line extended; thence Easterly 40.0 feet along a line which makes an angle of 91 degrees 12 minutes 00 seconds to the left of the last described the extended. The Northerly along a line which makes an angle of 91 degrees 12 minutes 00 seconds to the left of the last described the extended. The Northerly along a line along a line which makes an angle of 91 degrees 12 minutes 00 seconds to the left of the last described line extended; thence Northerly along a line which makes an angle of 88 degrees 12 minutes 00 seconds to the left of the last described line extended for a distance of 33.01 feet to the South line of the North 268.37 feet of Lot 2 aforesaid; thence East along said South line 50.0 feet to the East line of the West 90.0 feet of Lot 2 aforesaid; thence South along said East line 211.52 feet to the South line of the North 479.84 feet (measured at right angles) of Lot 2 aforesaid; thence East along said South line 363.03 feet to the West line of the East 256.84 feet (measured at right angles) of Lot 2 aforesaid; thence South along said West line 367.66 feet to the South line of Lot 2 aforesaid; thence East along said South line 256.90 feet to the Southeast corner thereof; thence East along a line perpendicular to the West line of Lot 5 aforesaid, a dis-East along a line perpendicular to the West line of Lot 5 aforesaid, a distance of 268.92 feet to a diagonal line drawn from a point in the North line of Lot 5 aforesaid 351.04 feet East of the Northwest corner thereof to a point in the South line of Lot 5 aforesaid 75.00 foot East of the Southwest corner thereof; thence Northeasterly along said diagonal line for a distance of 146.41 feet to a line 324.16 feet East of, as reasured at right angles, and parallel with the West line of Lots 1 and 5 eroresaid; thence North along last described parallel line 444.41 feet; thence East at right angles thereto 152.17 feet to a diagonal line drawn from the point of beginning to a point in the South line of Lot 1 aforesaid 351.04 feet East of the Southwest corner thereof; thence Northeasterly along last described diagonal line 310.72 feet to the point of beginning. Property Index Number: 09-15-101-021-1048 M(

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

THIS RIDER IS ATTACHED TO AND MADE PART OF THIS MORTGAGE DATED THIS 14TH DAY OF MAY 1986, A.D..

THIS INSTRUMENT WAS PREPARED BY:

SHARON J. LANGWORTHY ONE NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602

3514957

MORTGAGE

EI C-136 VS NOTE IDENTIFIED

CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

ACCOUNT NUMBER 00000788299

MAY THIS MORTGAGE ("Security Instrument") is given on 1986 . The mortgagor is (SHAHAN B. ALEXANIAN A BACHELOR AND SIRIL MIRTURNIAN UNMARKEED AND NEVER WERN MARKEED A spinster BEDROS O. ALEXANIAN MARRIED to Marta Alexanian, his wife

("Borrower"). This Searth, Instrument is given to Citicorp Savings of Illinois, a Federal Savings and Loan Association, which is organized and existing under the laws of The United States, and whose address is One South Dearborn-Street, Chicago, Illinois 60603. ("Lender"). Borrower we Lender the principal sum of THIRTY-EART THOUSAND SIX MUNDRED AND 60603. ("Lender"). Borrower owe Lender the principal sum of Dollars (U.\$ 34,600,00). This debt is evidenced 00/100

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 JUNE 01 2016 debt, if not paid earlier, due and payable on

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 For ower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage great and convey to Lender the following described property located in the County of $-0.00 \, \mathrm{K}$, State of Illinois.

SEE RIDER ATTACHED

69-15-101-021-1048

which has the address of 9404 BAY COLONY DR 3-W

DES PLAINES

[City]

Illinois

60016 [Zip Code]

("Property Address");

(Street)

TOGETHER WITH all the improvements now or hereafter erected on the properly, 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.

L. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the prin-UMILORAL COTPANALS. Bottoner and Cender covenant and agree as follows:

Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth 2. Funds for Paxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bortower shall pay to cipal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

eserow items. items are called "eserow items," Lender may estimate the Funds due on the basis of current data and reasonable estimates of future rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These of; (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leaschold payments of ground

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

defletency in one or more payments as required by Lenders by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any amount necessary to make up the tion, either promptly repaid to Lo rower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held dates of the escrow item. At all exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's op-If the amount of the Junds held by Lender, together with the future monthly payments of Funds payable prior to the due

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

I and 2 shall be applied: first to late charges due alider the Mote; second, to prepayment charges due under the Mote; third, to 3. Application of Payments. Unleasopplicable law provides otherwise, all payments received by Lender under paragraphs the sums secured by this Security Instrument.

amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Lieus. Borrower shall pay all taxes, assessments, chargest, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and Daschold payments or ground rents, if any. Borrower shall pay these which may attain priority over this Security Instrument, and Daschold payments or ground rents, if any. Borrower shall pay these solitority over this Security Instrument, and Daschold payments or ground rents, if any, Borrower shall pay then

thorrower shall promptly discharge any tion which has prively over this Security Instrument unless Borrower: (a) agrees in rower makes these payments directly, Borrower shall prompily furni h to I ender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borobligations in the manner provided in paragraph 2, or if not raid in that manner, Borrower shall pay them on time directly to the

attain priority over this Security Instrument, Lender may give Borrower a notice ider ifying the lien. Borrower shall satisfy the lien subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may the lien or forfeiture of any part of the Property; or (e) secures from the lien or forfeiture of any greement satisfactory to Lender or defends against enforcement of the lien in, legal proceedings which in a clauder's opinion operate to prevent the enforcement of writing to the payment of the obligation secured by the flen in a manner; expended to Lender; (b) contests in good faith the lien by,

viding the insurance shall be chosen by Borrower subject to Lender's approval which shall no be unreasonably withheld. surance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier proagainst loss by fire, hazards included within the term "extended coverage" and any of ter hazards for which Lender requires in-5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

or take one or more of the actions set forth above within 10 days of the giving of solice.

premiums and renewal notices, In the event of loss, Borrower shall give prompt notice to the insurance eartier and Lender, Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid All insurance policies and renewals shall be acceptable to Lender and shall include a state and renewals shall be acceptable to Lender and shall include a state and renewals shall be acceptable to Lender and shall include a state of the content o

Unless Lender and Bortower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessence. If the restoration or may make proof of loss if not made promptly by Borrower.

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

-uomsinbər ty prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Properthe due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph

Lender agrees to the merger in writing. by with the provisions of the lease, and if Borrower acquires fee fille to the Property, the leasehold and fee title shall not merge unless the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comp-6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage of substantially change

whatever is necessary to protect the value of the Property and Londer's rights in the Property. Lender's actions may include paying (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or Lender's rights in the Property agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and

Any amounts disbursed by Lemeter and paints of the School of the aliditions of the solutions of the School of the cower requesting payment. To out and thoughtsonain issue of er secured by this Security.

and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys! fees

CONDOMINIUM RIDERNOFFICIAL CONDOMINIUM RIDERNOFF

One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312) 977-5000

. 19 86 , 14TH day of MAY THIS CONDOMINIUM RIDER is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Intrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois a Federal Savings and Loan Association (the "Lender") of the same date and covering the Property 9401 BAY COLONY DR 3-W described in the Security Instrument and located at:

DES PLAINES, ILLINOIS 60016

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project 9401 BAY COLONY CONDOMINIUM known as:

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the 'Owners Association'') holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Cond. minium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condomitium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due at dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for nazard insurance on the Property; and

(ii) Borrower's obligation unider Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of haz rd insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower such actions as may be reasonable to insure that the Owners

Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or cain for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are here by assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Institution as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other case of in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents in the provision is for the express benefit of

Lender:

(iii) termination of professional management and assumption of self-nunagement of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in crest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this Condominiu n Fider.

UNOFFICIAL COPY, 7

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 aking 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 dud, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in variting, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following Faction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property inclediately 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 men 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 an paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearanc: By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security for coment granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrover or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or left se to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any command 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 wiaver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Lability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Porrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morngage, 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, thodify, 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 a cressary to reduce the charge to the permitted limit; and (b) any sums aiready 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 mixing 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 a 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 this second paragraph of pargraph 17.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by daily ring it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 'roperty Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class thail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in the Lender's 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 I ender'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

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.

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

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

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