

UNOFFICIAL COPY

0 3 5 3 1 1 4

Smith, J. Bruce
1157 W. Drummond
Doc. 25675235 ✓
Chgo., IL
\$4,211.63
11/20/80

Smith, John & Betty
4023 W. 5th Ave.
Doc. 26306652 ✓
Doc. 26616634 ✓
Chgo., IL
\$1,620.45
\$3,182.44
7/30/82
5/24/83

~~Smith, John & Janet
525 W. Stratford Pl.
Doc. 25845124
Chgo., IL
\$1,010.52
3/9/77~~

Smith, John Delmar & Mary Lou
13731 Eggleston
Doc. 25406478 ✓
Riverdale, IL
\$1,118.18
3/28/80

Smith, John L.
7720 S. Champlain
Doc. 26568568 ✓
Chgo., IL
\$4,159.62
4/13/83

~~Smith, John P. Jr.
RR 3 Box 9 Champlain Road
Doc. 25642555
So. Barrington, IL
\$20,140.12
10/28/80~~ *Rel*

Smith, John W.
6121 S. Peoria
Doc. 25999865 ✓
Chgo., IL
\$2,631.57
9/15/81

Smith, John W. & Marjorie B.
6121 S. Peoria
Doc. 25999866 ✓
Chgo., IL
\$1,646.53
9/15/81

Smith, John Jr.
10742 S. Calumet
Doc. 26598627 ✓
Doc. 26658402 ✓
Doc. 26613268 ✓
Chgo., IL
\$3,884.52
\$2,768.33
\$3,884.52
5/10/83
6-24-83
5/20/83

~~Smith, Jack P. & Rose E.
1634 W. 68th St.
Doc. 26632726
Chgo., IL
\$1,211.31
4/7/83~~ *Rel*

22

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Property of Cook County Clerk's Office

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8 3 5 9 1 1 4

~~Smith, John H.
1443 5th Ave.
Doc. 26655696~~

~~Chgo. Ill.
\$6,333.97~~

~~0723/83~~

Smith, John S.
6006 S. Racine
Doc. 26703692 ✓

Chgo., IL
\$1,076.60

7/26/83

~~Smith, Jack E. Todd-Partnership
Graphic Specialties
Jack Smith General Ptr.
5851 Industrial Ave.
Doc. 26723278~~

~~Rollings Meadows, IL
\$3,360.76~~

~~8/10/83~~

Rel.

Smith, John H.
8931 S. Lucella Ave.
Doc. 26859154

Chgo., IL.
\$16,200.67

11/14/83

~~Smith, Jack & Todd ptr. d/b/a
Imprinted Specialties
1225 Carnegie
Doc. 27196822~~

~~Rolling Meadows, IL.
\$10,075.93~~

8/27/84

~~Smith, Jerome M.
1815 North Larrabee St.
Doc. 27240872~~

~~Chgo., IL.
\$6,896.77~~

~~9/5/84~~

Smith, John
124 N. Hoyne
Doc. 27403003 ✓
Doc. 27403010 ✓
Doc. 85256964 ✓

Chgo., IL.
\$4,698.58
\$2,968.24
\$1,695.76

1/11/85
1/11/85
10/29/85

Smith, John
4154 W. 177th St.
Doc. 27463985 ✓

Country Club Hills Il.
\$10,886.15

3/6/85

Smith, John E.
746 N. Laramie Ave.
Doc. 27491514 ✓

Chgo., IL.
\$2,808.87

3/28/85

Smith, John C.
606 S. Ferdinand
Doc. 85017835 ✓

Forest Park, IL.
\$6,422.75

5/14/85

Property of Cook County Clerk's Office

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Smith, John Jr.
1047 E. 93rd St.
Doc. 85042380 ✓

Chgo., IL.
\$3,018.43

5/31/85

Smith, Jack A.
Don Macks Office Supply
709 E. 79th St.
Doc. 85330114 ✓

Chgo., IL.
\$16,009.34

12/19/85

Smith, John & Evelyn
1246 W. Pratt
Doc. 86016900 ✓

Chgo., IL.
\$2,756.76

1/13/86

Smith, J J & G
G & J Auto Detail Shop
4237 S. State St.
Doc. 85054382 ✓

Chgo., IL.
\$3,650.00

6/11/85

Smith, John & Hester
5910 S. Indiana Ave.
Doc. 86041435 ✓

Chgo., IL.
\$15,409.00

1/30/86

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Property of Cook County Clerk's Office

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois }
County of Cook } ss.

John E. Smith being duly sworn, upon oath states that HE

is 53 years of age and

1. has never been married

2. the widow(er) of _____

3. married to Connie L. Smith

3/24/83

said marriage having taken place on _____

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that His social security number is 842 26 2191 and that there are no United States Tax liens against Him.

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1976	1983	300 MICHAEL JAMES	PARL ROBE	ILL.
1983	PRESENT	871 THIRD AVE	DES PLAINES	ILL

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
1963	PRESENT	POLICE OFFICER	COOK COUNTY SHERIFF	1401 S MAYBROOK DR MAYWOOD, ILL.

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this

7th

day of

July

1986

John E. Smith
Alvin M. Kaplun

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Property of Cook County Clerk's Office

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FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois } ss.
County of Cook }

CONNIE LEE SMITH being duly sworn, upon oath states that SHE

is 45 years of age and

1. has never been married

2. the widow(er) of _____

3. married to JOHN E. SMITH

said marriage having taken place on

3-24-83

4. divorced from _____

date of decree _____

case _____

county & state _____

Affiant further states that _____ social security number is 480-44-0400 and that there are no United States Tax Liens against _____

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1976	7/1983	9360 Bay Colony Dr	DES PLAINES	ILL
July 1983	PRESENT	971 THIRD AVE	DES PLAINES	ILL

Affiant further states that during the last 10 years, affiant has had the following occupations and business addresses and none other:

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO.) CITY STATE
JUNE 85	PRESENT	Employment Consultant	Murphy Employment	133 VINEST - PARK RIDGE
1966	1985	TRAFFIC Rep	PAN AMERICAN AIRWAYS	O'HARE INTL AIRPORT CHICAGO

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

Subscribed and sworn to me this

7th

day of

July

1986

Connie R. Smith
Mar. M. Kellum

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

RENEE NEELY
ONE NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60602

3531114

MORTGAGE

CITICORP SAVINGS

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

ACCOUNT NUMBER 00000768077

NOTE IDENTIFIED

THIS MORTGAGE ("Security Instrument") is given on
19 86. The mortgagor is JOHN E SMITH AND
CONNIE SMITH HIS WIFE

JULY 7TH,

("Borrower"). This Security 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 owes Lender the principal sum of THIRTY-SEVEN THOUSAND SEVEN HUNDRED AND 00/100 Dollars (U.S. \$ 37,700.00). 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 AUGUST 01 2001

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 the County of COOK, State of Illinois.

LOT SEVEN (except South 20 feet thereof)----- (7)
South Thirty-Four (34) feet of LOT SIX----- (6) **3531114**

In Block Twelve (12), in Des Plaines Villas, a Resubdivision of certain lots and blocks in Homeric Villas, said Homeric Villas being a Subdivision of the West Half (1) of the Northwest Quarter (1) of Section 20, (except the Easterly 503.0 feet measured at right angles to the East line thereof), also the East Half (1) of the Northeast Quarter (1) of Section 19 (except the West 173.0 feet thereof), all in Township 41 North, Range 12, East of the Third Principal Meridian

I.D. #09201080530000

BP ALL

which has the address of 971 THIRD AVE

DES PLAINES

Illinois

60016
(Zip Code)

(Street)
("Property Address");

(City)

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 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.

REDAVIT OF NO U.S. TAX RETURN TO LENDER

3531114

Any amounts disbursed by Lender under this paragraph shall become a debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, Lender shall be entitled to receive from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

50. 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations) then Lender may do and pay for Property (such as a proceeding in bankruptcy, 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 Property) or to perform the covenants and

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and Lender agrees to the merger in writing. If Borrower acquires fee title 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 comply with the provisions of the lease, and

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

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 amount 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.

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.

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.

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.

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. Borrower shall pay to Lender on the day monthly payments of Funds payable prior to the due dates of the escrow items, shall credit 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.

1. **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.

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.

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.

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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.

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.

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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.

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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 of 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 this 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. These 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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