. 1987 . THIS CONDOMINIUM RIDER is made this day of JUNE and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

EAGLE MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

110 S. DUNTON

UNIT 5B

ARLINGTON HEIGHTS, ILLINOIS (Property Address)

60005

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

ROYAL DUNTON CONDOMINIUM

(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 Ler (er further covenant and agree as follows:

A. Condominium 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 Condominium. Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due vil Ives 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 hazar, insurance on the Property; and

(ii) Borrower's obligation unde Un form 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 hazard 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 shall take 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 claim in 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 hereby arsir ned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument 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 casualty or in the case of a taking by condemnation or
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;

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

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Longer may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured of the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Of

THIS INSTRUMENT PREPARED BY:		
CMONE		
EAGLE MORTGAGE CORPORATION OF	-FICHAL (()
1111 E. WARRENVILLE ROAD	0 3 6	24 1 0 1
NAPERVILLE IL 60540	/	
		3624101
		0.7,0 1
	(yv)	

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 8 9. 87 The mortgagor is MORRIS BRADLEY BEECHEN AND MARY JANE BEECHEN, HIS WIFE AND VIVIAN	i'' rn
.9 87 The mortgagor is MORRIS BRADLEY BEECHEN AND MARY JANE BEECHEN, HIS WIFE AND VIVIAN	1
BRINE, A WIDOW ("Borrower"). This Security Instrument is given to	
EAGLE MORTGAGE CORPORATION which is organized and existing	g
inder the laws of ULINOIS and whose address is	••
1111 E. WARRENVILLE RD., NAPERVILLE, ILLINOIS 60540 ("Lender") Borrower owes Lender th: principal sum of FIFTY THOUSAND FOUR HUNDRED AND 00/100).
Jorrower owes Lender the principal sum of	
Dollars (U.S. \$50.490.00). This debt is evidenced by Borrower's note lated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not	ť
aid earlier, due and payable of July 1. 2002. This Security Instrument	Į.
ecures to Lender: (a) the repryment of the debt evidenced by the Note, with interest, and all renewals, extensions and	d
nodifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this	5
ecurity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and	1
he Note. For this purpose, Borrower (10e) hereby mortgage, grant and convey to Lender the following described property	1
ocated in COOK County, Illinois:	:

LEGAL DESCRIPTION ATTACHED.

TAX I.D.#: 03-32-101-042-1031

PARCEL 1: UNIT 5B IN ROYAL DUNTON CONDOMINIUM AS DELINEATED IN SURVEYS OF THE FOLLOWING DESCRIBED PARCELS OF FEAL ESTATE (HEREINAFTER TOGETHER REFERRED TO AS "PARCEL"): LOTS 2 AND 3 IN SIGWALT'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 15 ACRES OF THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 47 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS: THE SOUTH 2 CHAINS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEYS ARE ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 39135, RECORDED IN THE OFFICE OF THE RECORDER OF DEFDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 21663600, AND REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. LR2586499, TOGETHER WITH AN UNDIVIDED 2.3 INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNIT, THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEYS), IN COOK COUNTY, ILLINOIS.

PARCEL 2: A PERPETUAL AND EXCLUSIVE EASEMENT FOR PARKING PURPOSES IN AND TO PARKING SPACE NO. P-29, AS DEFINED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM AND SURVEY ATTACHED THEREOF, IN COOK COUNTY, ILLINOIS.

which has the address of 110. S. DUNTON UNIT. 5B ARLINGTON HEIGHTS

[Street] (City)

[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 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.

UNOFFICIAL COPY

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lendermay take action under this paragraph 7, Lender does not have to do so. instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreen and agreen and agreen and agreen in this Security Instrument, or there is a legal proceeding that may significantly affect If Borrower fails to perform the

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

fee title shall not nierge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount on the payments. If Unicas Lender and Borrower otherwise agree in writing, any application of proceeds to principal the anot extend or

when the notice is given. 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 36 day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any extress paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

of the Property damaged, if the restoration or repair is economically seasible and Lende 's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall b. applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrow er

all receipts of paid premiums and renewal notices. In the event of loss, Borrower chall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and hall include a standard mortgage clause.

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the imployments now existing or hereafter erected on the Property

of the giving of notice. the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notine identifying the lien. Borrower shall satisfy the lien of the one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lieutionhis Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of ary part of the Property; or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

agrees in writing to the payment of the obligation so used by the lien in a manner acceptable to Lender; (b) contests in good Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) receipts evidencing the payments. to be paid under this paragraph. If Borlower makes these payments directly, Borrower shall promptly furnish to Lender

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

Note; third, to amounts privable under paragraph 2; fourth, to interest due; and last, to principal due.

paragraphs I and 2 shaut e applied: first, to late charges due under the Note; second, to prepayment charges due under the 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security Instrument. than immediately unit to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held to Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the eserow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

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

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

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

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

UNOFFICIAL COPY,

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 Boun', 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 to-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) parees 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 interiation other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any come already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to anoke 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 stops 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's en 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 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.

Notified Deed to Address onised el ver certif.to Deliver duplicate SAL ILLINOIS Trust 29 E NJ 9- 100 175 ETT. MY COMMISSION EXPIRES 06/9/8 DAWN M. SAMES HELINOIS DEFICIAL SEAL My Commission expines: ۷, Civen under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein sa instrument bias of the taid instrument as THEIR 7.04T subscribed to the foregoing instrument, appeared before me this day in person, and seknowledged that personally known to me to be the same person(s) whose name(s) ARE BRINE' Y MIDOM do hereby certify that MORRIS BRADLEY BEECHEN AND MARY JANZ SEECHEN, HIS WIFE AND VIVIAN T. a Meny Public in and for said county and state, where State of Illinois, HORRIS BRADLEY BEEC JAME BEECHEN Instrumentand in any rider(s) executer by Borrower and recorded with it. BY SIGNING BELOW, Bor ower accepts and agrees to the terms and covenants contained in this Security Other(s) [specify] Planned Unit Development Rider Graduated Paymint Rider 🔲 2-4 Family Rider X Condominium Rider Adjustable Rate Rider instrument. [Check ? or licable box(es)] supplement the covinants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security It strament, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costa. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or intorm Borrower of the right to reinstace after acceleration and the right to assert in the foreclosure proceeding the non-

19. Acceleration; Remedics. 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 parugraphs 13 and 17 uniess 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, to recolorance by judicial proceeding and sale of the Property. The notice shall further

MON-UNIFORM COVENANTS Burrower and Lender further covenant and agree as follows: