

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 25TH day of JANUARY, 19 88, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, with Addendum to Adjustable Rate, to SHELTER MORTGAGE CORPORATION (the "Lender") and located at 100 WATERFORD DRIVE, SCHAUMBURG, IL 60194 (Property Address)

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

A. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1. Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default, I have been delinquent at any time during the term of this loan, or this Section A-1 will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion may take place at any time after the first anniversary through the fourth year. I can convert my interest rate only during this period called the "Conversion Period".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so during the Conversion Period and at least thirty days before the end of the Conversion Period; (b) on the Conversion Date I am not in default under the Note or the Security Agreement; (c) I have never been delinquent on any payment under my Note from the inception of this loan; (d) I must pay the Note Holder the amount of the conversion fee, which is equal to one percent (1%) of the outstanding principal balance of the Note on the Conversion Date; (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; (f) I must be qualified at the rate of interest after conversion using the Note Holder's FHLMC Current Underwriting guidelines for fixed rate mortgages; and (g) I must be the original Borrower under this Note.

2. Calculation of Fixed Rate

My new fixed rate will be equal to the rate of FHLMC's 60 day net yield for 30 year fixed rate mortgage, plus 50 basis

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points in effect as of 10 days prior to the conversion date. If my loan exceeds \$153,100, my new fixed interest rate shall be equal to Residential Funding Corporation's 60 day net price for 30 year fixed rate conventional mortgage, plus 50 basis points in effect as of 10 days prior to conversion date.

### 3. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal. I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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 thirty (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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum to Adjustable Rate Rider.

INITIALS

Arlene V. Heuter (SEAL)  
ARLENE V. HEUTER Borrower

Gabriel M. Mejia (SEAL)  
GABRIEL M. MEJIA Borrower

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of JANUARY, 1988 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 SHELTER MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 100 WATERFORD DRIVE, SCHAUMBURG, IL 60194 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project DUNBAR LAKES (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. 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, all 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 hazard insurance on the Property; and
- (ii) Borrower's obligation under 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 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 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 hereby assigned 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 eminent domain;
- (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; or
- (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 interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower ceasing payment.

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

*Arlene V. Heuter* ..... (Seal)  
ARLENE V. HEUTER ..... Borrower

*Gabriel M. Mejia* ..... (Seal)  
GABRIEL M. MEJIA ..... Borrower

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**ADJUSTABLE RATE RIDER**  
 (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of JANUARY, 19 88, 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 Adjustable Rate Note (the "Note") to SHELTER MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

100 WATERFORD DRIVE, SCHAUMBURG, IL 60194  
 [Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of FEBRUARY 01, 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.80 percentage points (2.80%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.750% or less than 5.750%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.750%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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## LEGAL DESCRIPTION RIDER

UNIT 125F AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 21ST DAY OF MAY, 1975 AS DOCUMENT NUMBER 2808762 TOGETHER WITH AN UNDIVIDED 2.596 PERCENT INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES: THAT PART OF LOT 4 IN DUNBAR LAKES BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE EAST LINE OF LOT 4 AFORESAID, 704.32 FEET, SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE 270.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 86 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE SOUTHERLY LINE OF LOT 4 AFORESAID 319.93 FEET TO A POINT OF CURVATURE IN SAID SOUTHERLY LINE: THENCE CONTINUE WESTERLY ALONG SAID SOUTHERLY LINE AND ITS EXTENSION THEREOF (BEING AN ARC CONVEX SOUTHERLY AND HAVING A RADIUS OF 907.41 FEET) FOR A DISTANCE OF 316.75 FEET TO A POINT OF TANGENCY (SAID POINT HEREINAFTER REFERRED TO AS POINT "A") THENCE NORTH 53 DEGREES 18 MINUTES 42 SECONDS WEST ALONG THE TANGENT OF LAST DESCRIBED ARC FOR A DISTANCE OF 89.01 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG AN ARC CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET FOR A DISTANCE OF 233.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 188.09 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC CONVEX EASTERLY AND HAVING A RADIUS OF 300.00 FEET FOR A DISTANCE OF 51.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 09 DEGREES 05 MINUTES 50 SECONDS WEST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 101.80 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 4 AFORESAID (BEING ALSO THE SOUTHERLY LINE OF LAKELAND DRIVE); THENCE EASTERLY ALONG SAID NORTHERLY LINE BEING AN ARC CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 1040.00 FEET FOR A DISTANCE OF 281.08 FEET TO A POINT (HEREINAFTER REFERRED TO AS POINT "B"); THENCE CONTINUE ALONG SAID ARC AND NORTHERLY LINE FOR A DISTANCE OF 311.00 FEET TO A POINT OF TANGENCY THEREIN; THENCE NORTH 50 DEGREES 40 MINUTES 57 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 42.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG AN ARC CONVEX NORTHERLY AND HAVING A RADIUS OF 285.00 FEET FOR A DISTANCE OF 199.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 18 MINUTES 42 SECONDS EAST ALONG THE TANGENT TO LAST DESCRIBED ARC FOR A DISTANCE OF 101.69 FEET TO THE NORTHEAST CORNER OF LOT 4 AFORESAID; THENCE SOUTH 00 DEGREES 41 MINUTES 18 SECONDS WEST ALONG THE EAST LINE OF LOT 4 AFORESAID, 704.32 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT "A" HEREINBEFORE DESCRIBED; THENCE NORTH 38 DEGREES 44 MINUTES 58 SECONDS EAST 149.61 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 28 SECONDS EAST 240.00 FEET; THENCE NORTH 09 DEGREES 05 MINUTES 50 SECONDS WEST 277.52 FEET TO POINT "B" HEREINBEFORE DESCRIBED.

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 25,  
 1988. The mortgagor is ARLENE V. HEUTER, DIVORCED, NOT SINCE REMARRIED, GABRIEL M. MEJIA  
SINGLE MALE NEVER MARRIED ("Borrower"). This Security Instrument is given to  
SHELTER MORTGAGE CORPORATION, which is organized and existing  
 under the laws of the State of Wisconsin, and whose address is  
1375 East Schaumburg Road #220 Schaumburg, IL 60194 ("Lender")  
 Borrower owes Lender the principal sum of SEVENTY-EIGHT THOUSAND THREE HUNDRED AND NO /100  
00 Dollars (U.S. \$ 78,300.00). 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 FEBRUARY 01, 2018. This Security Instrument  
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and  
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and  
 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
 located in COOK County, Illinois:

SEE ATTACHED  
 (Such property having been purchased in whole or in part with the  
 sums secured hereby.)  
 TAX KEY NO: 07-23-101-007-1044

NOTE IDENTIFIED

COOK County Clerk's Office

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which has the address of 100 WATERFORD DRIVE SCHAUMBURG  
(Street) (City)  
 Illinois 60194 ("Property Address");  
(Zip Code)

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.





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 the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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