

UNOFFICIAL COPY

THIS CONDOMINIUM RIDER is made this 8TH day of APRIL , 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
GMAC MORTGAGE CORPORATION OF PA (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
711 RIVER ROAD, UNIT 215 DEB PLAINES, ILLINOIS 60016
(Property Address)

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

LANDMARK CONDOMINIUM ASSOCIATION

(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 3 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;

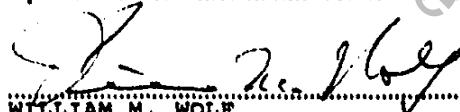
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(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 requesting payment.

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


WILLIAM M. WOLF (Seal)
Borrower


IBBIE M. WOLF (Seal)
Borrower

..... (Seal)
Borrower

..... (Seal)
Borrower

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Property of Cook County Clerk's Office

222696

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3609222

2222660

Property of
Cook County
Cadastral Office

ITEM 1.
PARCEL 1: UNIT 215 AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 14TH DAY OF NOVEMBER, 1980 AS DOCUMENT NUMBER 01 00 844.

ITEM 2.
AN UNDIVIDED .0006% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

ALL OF LOTS 1 AND 3 AND LOT 2 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 9; THENCE SOUTHERLY ALONG THE EXTENSION OF A LINE RUNNING FROM THE NORTH EAST CORNER OF LOT 9 TO THE SOUTH WEST CORNER OF LOT 9 TO THE SOUTHERLY LINE OF LOT 3 EXTENDED EASTERLY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE EXTENDED TO THE EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 2 TO THE NORTH EAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; ALL IN RAND'S SUBDIVISION OF LOT 173 IN THE VILLAGE OF DES PLAINES, IN THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED OCTOBER 19, 1974 AS DOCUMENT NUMBER 19 64 40, IN COOK COUNTY, ILLINOIS.

ITEM 1.
PARCEL 2: UNIT 28UL AS DESCRIBED IN SURVEY DELINEATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 14TH DAY OF NOVEMBER, 1980 AS DOCUMENT NUMBER 01 00 844.

ITEM 2.
AN UNDIVIDED .0004% INTEREST (EXCEPT THE UNITS DELINEATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

ALL OF LOTS 1 AND 3 AND LOT 2 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 9; THENCE SOUTHERLY ALONG THE EXTENSION OF A LINE RUNNING FROM THE NORTH EAST CORNER OF LOT 9 TO THE SOUTH WEST CORNER OF LOT 9 TO THE SOUTHERLY LINE OF LOT 3 EXTENDED EASTERLY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE EXTENDED TO THE EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 2 TO THE NORTH EAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 2 TO THE POINT OF BEGINNING; ALL IN RAND'S SUBDIVISION OF LOT 173 IN THE VILLAGE OF DES PLAINES, IN THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED OCTOBER 19, 1974 AS DOCUMENT NUMBER 19 64 40, IN COOK COUNTY, ILLINOIS.

c/k/a Unit 215 & 28UL 711 River Road Des Plaines, Illinois
P.I.N. 09-16-304-012-1014 09-16-304-012-1215 - *Unit 28UL*

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NOTE IDENTIFIED:

3699222

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1988. The mortgagor is WILLIAM M. WOLF AND THOMAS M. WOLF, HIA WIRES, ("Borrower"). This Security Instrument is given to GMAC MORTGAGE CORPORATION OF PA., which is organized and existing under the laws of THE STATE OF PENNSYLVANIA, and whose address is 8300 OLD YORK ROAD, SUKINS PARK, PA 19117, ("Lender"). Borrower owes Lender the principal sum of FIFTY EIGHT THOUSAND EIGHT HUNDRED AND NO/100THS Dollars (U.S. \$58,800.00). 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 JULY 1, 2019. 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:

ITEM 1.
PARCEL 1: UNIT 812 AS DESCRIBED IN SURVEY DELIMITATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 14TH DAY OF NOVEMBER, 1980 AS DOCUMENT NUMBER 81-00-544.

ITEM 2.
AN UNDIVIDED .0004% INTEREST (EXCEPT THE UNITS DELIMITATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

ALL OF LOTS 1 AND 2 AND LOT 3 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH END, FARTHER OF LOT 3, THENCE SOUTHERLY ALONG THE EXTENSION OF A LINE RUNNING FROM THE NORTH EAST CORNER OF LOT 3 TO THE SOUTH WEST CORNER OF LOT 4, TO THE SOUTHERLY LINE OF LOT 3 EXTENDED EASTERLY; THENCE EASTERLY ALONG

SAID SOUTHERLY LINE EXTENDED TO THE EAST LINE OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 3; THENCE THENCE NORTHERLY, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 EXTENDED TO POINT OF BEGINNING, ALL IN RAND & SUBDIVISION OF LOT 173 IN THE VILLAGE OF DEB PLAINES, IN THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED OCTOBER 19, 1874 AS DOCUMENT NUMBER 19-64-46, IN COOK COUNTY, ILLINOIS.

ITEM 3.
PARCEL 1: UNIT 801 AS DESCRIBED IN SURVEY DELIMITATED ON AND ATTACHED TO AND A PART OF A DECLARATION OF CONDOMINIUM OWNERSHIP REGISTERED ON THE 14TH DAY OF NOVEMBER, 1980 AS DOCUMENT NUMBER 81-00-544.

ITEM 4.
AN UNDIVIDED .0004% INTEREST (EXCEPT THE UNITS DELIMITATED AND DESCRIBED IN SAID SURVEY) IN AND TO THE FOLLOWING DESCRIBED PREMISES:

ALL OF LOTS 1 AND 2 AND LOT 3 (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF LOT 3, THENCE SOUTHERLY, THENCE WESTERLY, THENCE NORTHERLY, THENCE EASTERLY, THENCE EASTERLY ALONG SAID SOUTHERLY LINE EXTENDED TO THE EAST LINE OF SAID LOT 3; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 3 TO THE NORTH EAST CORNER THEREOF; THENCE NORTHERLY, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 PAVING OF BEGINNING, ALL IN RAND & SUBDIVISION OF LOT 173 IN THE VILLAGE OF DEB PLAINES, IN THE SOUTH WEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED OCTOBER 19, 1874 AS DOCUMENT NUMBER 19-64-46, IN COOK COUNTY, ILLINOIS.

which has the address of 711 RIVER ROAD, UNIT 215 (Street)
Illinois 60016 (City)
(Zip Code) ("Property Address");

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.

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Any amounts disbursed by Lender under this paragraph, Lender's costs not made to do so, security instruments, 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.

7. **Protection of Lenders' Rights** In the event of merger or reorganization, if Borrower fails to perform the obligations set forth in the Agreement, Lender shall not merge unless Lender agrees to the merger in writing.

6. Preservation and Maintenance of Property; Leaseholders. Borrower shall not destroy, damage or subdue any property, allow the property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessee shall

Under the above date of 19 the monthly payments referred to in paragraph 1 and 2 of the agreement shall now extend or terminate prior to the acquisition of the property by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property is surrendered to Lender. Please to Lender to the extent of the amounts secured by this Security interest in the property prior to the acquisition of the property by Lender.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause.
Lennder shall have the right to decline any policies and renewals. If Lennder rejects any policy or renewal, Lennder must provide a written reason why the policy or renewal is unacceptable. Lennder may accept a policy or renewal if the reason for rejection is removed or if Lennder is satisfied with the explanation provided by the insurance company.

Borrower shall promptly disclose to the payee in writing any lien which has priority over the Security Instrument unless Borrower (a) agrees in writing to the payee that the lien is a matter acceptable to Lender, (b) conveys in good faith the item by, or delegates against enforcement, to Lender, (c) secures by the affidavit of the obligee, or (d) surrenders by the affidavit of the obligee, to Lender a power of sale over the item in accordance with the laws of the state where the item is located.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay the manners provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due obligation, in the manner provided by law.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender evidence of the payment.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note (other than to prepayment charges due pursuant to Paragraph 2) shall be applied first, to interest due, to principal due, and last, to prepayment charges due under the Note.

Upon payment in full of all sums accrued by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application for a credit, and any Funds held by Lender in trust for the summa secured by this Security Instrument.

If little amount of the Funds held by Lenders, together with the future monthly payments of Funds payable prior to due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the due dates of the escrow items, shall agree to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or decided to pay the escrow items when due, if the amount of the Funds held by Lenders is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the difference in a reasonable manner.

Lender may agree in writing that interest shall be paid on the Funds. Unless an Agreement is made of a applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds unless it gives to the Funds additional security for the sums secured by Lender.

The Funds shall be held in an institution the expenses of which are incurred by a general or
state agency (including Leader if Leader is such an institution). Leader shall apply the Funds to pay the crow items.
Leader may not charge for holding the Funds, analyzing the account or verifying the crow items, unless
Leader makes better use of the Funds and applies law permits him to make such a charge. Moreover and
unless otherwise provided in the crow items, Leader is liable to pay the crow items.

to Leender 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 household payments of: (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "macro items." Leender may estimate the Funds due on the

1. **Principles of Principlal and Interest Payment and Late Charges.** Borrower shall promptly pay which the principal of and interest on the debt evidenced by the Note and any prepayment made by him/her to the Lender.

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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 repossessed by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award, Borrower fails to 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; 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.

