

UNOFFICIAL COPY

2025010341

RELEASE FEE RIDER

08/01/89

5200217

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:


753 W PROMPTON #2S
CHICAGO, IL 60657


Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.


Borrower **SHERYL E. FUHR**


Borrower **DONALD I. FUHR**

3815341

UNOFFICIAL COPY

3815341

THE STATE OF ILLINOIS, COUNTY OF COOK, BEING THE COUNTY IN WHICH THE LANDS DESCRIBED IN THE FOREGOING INSTRUMENT ARE SITUATED, DO HEREBY CERTIFY THAT THE SAID INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE CLERK OF SAID COUNTY, AND THAT THE SAID INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE CLERK OF SAID COUNTY, AND THAT THE SAID INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE CLERK OF SAID COUNTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, THIS 15TH DAY OF JANUARY, A.D. 1911.

CLERK OF COOK COUNTY, ILLINOIS.

Property of Clerk's Office

UNOFFICIAL COPY CONDOMINIUM RIDER 4 1

THIS CONDOMINIUM RIDER is made this 01 day of AUGUST 19 89, 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 HORIZON FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 753 N BROMPTON #2S CHICAGO IL 60617

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: 743-55 BROMPTON 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 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 amount, 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 in 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.

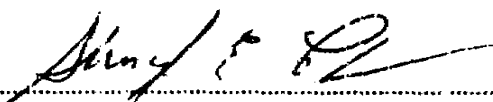
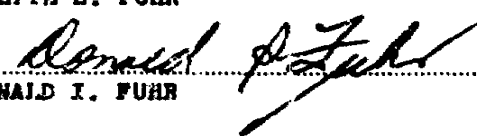
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby 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.


 SHEYLA E. FUHR (Seal) Borrower

 DONALD I. FUHR (Seal) Notary

3815341

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(Seal)

Donald I. Furn

(Seal)

Shear & Strength

Kider.

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

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the notice is delivered or mailed without which Borrower must pay all sums secured

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercised by federal law

by this Security Instrument. Lender may, at its option, require immediate payment in full of all sums secured

without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured

sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

follows:

cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be in effect, as

Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C (1) above shall then

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

or demand on Borrower.

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

of not less than 30 days from the date the notice is delivered or mailed without which Borrower must pay all sums secured

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration

Borrower in writing.

Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and

Lender information required by Lender to evaluate the intended transfer as if a new loan were being made to the

by this Security Instrument. However, this option shall not be exercised by Lender if exercised prohibited by federal law as

sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

connection with the refinancing of a home loan.

in favor of Lender with respect to the New Mortgage and such other costs as may be customarily charged by a lender in

ing a New Note and a New Mortgage, the cost of recording the new Mortgage, the cost of issuing a title insurance policy

without limitation, the cost of the preparation and recording of a release of the Security Instrument, the cost of proper-

responsible for the payment of all costs and expenses incurred by the Note Holder in connection therewith including,

(a) If the Note Holder acquires that I execute a New Note and New Mortgage, I acknowledge and agree that I shall be

new Mortgage for all to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corpora-

that the interest rate shall be fixed for the balance of the term of the New Note and/or (ii) to qualify for the New Note and

Instrument with respect to changes or modifications as the Note Holder deems necessary or appropriate to (i) reflect the fact

Paragraph (C) above and shall contain other terms which are substantially similar to those in the Note and Security

interest rate equal to the rate determined under Paragraph (B) above with monthly payments determined under

mortgage ("New Mortgage") which shall replace the Note and Security Instrument and which shall provide for a fixed

I acknowledge and agree that at the Note Holder's option, I will execute a new note ("New Note") and a new

(D) New Note and Mortgage

as my monthly payment until the maturity date.

of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount

ly date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount

that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment

(C) New Payment Amount and Effective Date

than 16.25%, which is called the "Fixed Rate Maximum Rate."

Holder will determine my interest rate by using comparable information. My fixed rate interest rate will not be greater

(0.125%), if this required net yield cannot be determined because the applicable commitments are not available, the Note

commitments, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point

of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery com-

percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term

30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus one-half of one

a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years,

(E) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of

3815341

ADJUSTABLE RATE RIDER

THREE Year Treasury Index - Rate Cap - Fixed Rate Conversion Options 5200217

THIS ADJUSTABLE RATE RIDER is made this 01 day of AUGUST, 19 89 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 HORIZON FEDERAL SAVINGS BANK A FEDERAL CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

753 W BROMPTON #2S

CHICAGO, IL 60657

(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.250%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of SEPTEMBER, 19 92, and on that day every 36 months thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 3 years 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 Change

Before each Change Date, the Note Holder will calculate my new interest rate by adding 92 AND 75/100 percentage points (2.750%) 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 11.250% or less than 7.250%. 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 12 months. My interest rate under this adjustment feature will never be greater than 9.250% which is called the "Adjustable Rate Maximum Rate." The interest rate limits of this Section 4 (D) will not apply if I exercise my Conversion Option under Section 5 of this Note.

(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 adjustable 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. FIXED INTEREST RATE OPTION

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

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Options to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5 (B) below.

The conversion can only take place as of the first day of any calendar month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder thirty (30) days prior written notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the outstanding principal of this Note as of the Conversion Date; (iv) I must sign and give to the Note Holder any documents the Note Holder requires to effect the conversion; (v) I have made no more than one monthly payment late in the preceding 12 months, and (vi) the Note Holder obtains a property inspection (at my cost) which reveals no signs of depreciating value of my house.

3815331

UNOFFICIAL COPY

PLEASE RETURN TO:-
HORIZON FEDERAL SAVINGS BANK
1151 CHICAGO AVENUE
EVANSTON, IL. 60002.

3815341

SEARCHED INDEXED
SERIALIZED FILED
APR 19 1971
FBI - CHICAGO

RECORDED

State Above Was Last Pre Recording Date

PROPERTY

MORTGAGE

THIS MORTGAGE SECURITY INSTRUMENT is made this 13 day of August 1971, between ROBERT E. FINE, JR. and DONALD Y. YORK, a husband and wife ("Borrower"), This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK ("Lender"), which is organized and existing under the laws of the State of Illinois, and whose address is 1151 Chicago Avenue, Evanston, Illinois 60002. Borrower owes Lender the principal sum of Twenty Nine Thousand Four Hundred Dollars (\$29,400.00) ("Debt"). The debt is evidenced by Lender's note dated August 13, 1971 in the Security Instrument which provides for monthly payments with the full debt to be paid by September 1, 1971. 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 costs, with interest, advanced under paragraph 7 to protect them; 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 to secure the Debt:

SEE ATTACHED

Borrower HEREBY EXPRESSLY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS ALL RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY AND YORK IN THE APPOINTMENT, DECLARATION AND ALL OTHER RIGHTS AND EASEMENTS OF RECORD FOR THE BENEFIT OF SAID PROPERTY. THIS MORTGAGE IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, RESTRICTIONS, COVENANTS, CONDITIONS, AND REVENUE-GENERATING AGREEMENTS IN SAID DECLARATION THE SAME AS UNDER THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PROPERTY TAX #: 14-21-302-031-1024

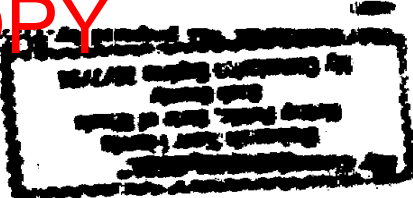
Which has the address of 753 W. BURNETT ST CHICAGO (City) (State) (Zip Code)
PROPERTY ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all appurtenant rights, easements, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and fixtures now or hereafter on the property. All renewals and additions shall also be covered by this Security Instrument. All of the property 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 covenants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform agreements with local jurisdictions by jurisdiction to constitute a uniform security instrument covering real property.

3815341



Notary Public
Robert J. ...

Witness my hand and official seal this ... day of ... 19...

THE UNDERSIGNED ... A. ...

...
...

REC-7 EX-2 46
CAROL MOSELEY GRAHAM
REGISTRAR OF TITLES

1431834

1451834

CHICAGO TITLE & INS.

72-19-7AL

By signing below, I agree and agree to the terms and conditions contained in this Security Agreement...

...

- Adjusted Rate
- Forward Rate
- 24 Family Rider

...

...

...

...

...

UNOFFICIAL COPY

... insurance as a condition of making the loan secured by this Security Instrument, Lender shall pay the amount required to maintain the insurance in effect until such time as the requirement in the amount of the insurance is 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, as 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 by this Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

Unless Lender is notified in writing by Borrower of its election by Lender to Borrower that the condemnation offers to make an award or file a claim for damages, Borrower shall 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 any monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower's Release. Borrower hereby releases, defends, holds harmless and agrees to indemnify Lender from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Lender in connection with this Security Instrument or the Note, whether or not then due, arising out of or from the use of the Property or the sums secured by this Security Instrument, whether or not then due, by reason of any default 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 or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound. 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 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any or all already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to refund this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is not principal, the reduction shall 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 nullifying 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 provided for in paragraph 19. If Lender exercises this option, Lender shall take the action specified in the second paragraph of paragraph 19.

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. This 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 if so 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, 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 such is prohibited by applicable 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 provided for in 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 this Security Instrument discharged at any time prior to the earlier of: (a) 30 days (or such other period as may be specified for reinstatement) before sale of the Property pursuant to any provision of this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays all sums which then would be due under this Security Instrument and the Note; (b) so notifies Lender; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action to Lender as may be required to ensure that the full 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.

3815341

