

Oswald, Hank

From: Oswald, Hank
Sent: Thursday, June 14, 2018 12:46 PM
To: 'ann titherington'
Cc: BECKY HAHN; Carl Hudgins; Crimco3@gmail.com; Rik Stouffer
Subject: Perc Test Results
Attachments: Perc Test Report_Linthicum Road_6.14.18.pdf; Perc Test Field Notes_Linthicum Road_6.18.pdf

Hello Mrs. Titherington:

Attached, please find a copy of the perc test results for Linthicum Road (Tax Map 22, Grid 19, Parcel 561, Tax Account # 05435005) in Dayton. Should you have any questions, please don't hesitate to ask.

Respectfully,

Hank

Hank Oswald
Licensed Environmental Health Specialist
Howard County Health Department
Bureau of Environmental Health
Well & Septic Program
8930 Stanford Boulevard
Columbia, MD 21045
410.313.1786 (Office)
hoswald@howardcountymd.gov

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Oswald, Hank

From: Oswald, Hank
Sent: Wednesday, June 13, 2018 8:15 AM
To: 'ann titherington'
Cc: BECKY HAHN; Carl Hudgins; Crimco3@gmail.com; Rik Stouffer
Subject: RE: 4364 Linthicum Rd_PERC TEST DATES

Hello All:

I can still conduct the perc tests tomorrow morning (June 14th @ 8:30 a.m.) but I will need confirmation of the following items before 2:30 p.m. today:

- 1.) The perc test holes have been properly field located and staked.
- 2.) Ms. Utility has already been notified.
- 3.) Septic contractor has the proper equipment to conduct the perc tests (i.e. backhoe, hand shovel, water source etc.)
- 4.) Supply a scaled hard copy of the revised perc test plan.

Thanks,

Hank

Hank Oswald
Licensed Environmental Health Specialist
Howard County Health Department
Bureau of Environmental Health
Well & Septic Program
8930 Stanford Boulevard
Columbia, MD 21045
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From: ann titherington [<mailto:anntith@gmail.com>]
Sent: Wednesday, June 13, 2018 7:19 AM
To: Oswald, Hank
Cc: BECKY HAHN; Carl Hudgins; Crimco3@gmail.com; Rik Stouffer
Subject: Re: 4364 Linthicum Rd_PERC TEST DATES

June 14 is a good date. Can you and Joey Dustin and NTT come then? Today is fine but i will not be here

On Wed, Jun 13, 2018 at 6:58 AM Oswald, Hank <hoswald@howardcountymd.gov> wrote:

Good morning All:

Since I haven't heard back from anyone, I will assume those dates do not work. Please send me some dates that work for you and I will check my schedule.

Thanks,

Hank

From: Oswald, Hank
Sent: Monday, June 11, 2018 9:33 AM
To: 'ann titherington'; BECKY HAHN; Carl Hudgins; Crimco3@gmail.com; Rik Stouffer
Subject: RE: 4364 Linthicum Rd

Hi Ann Titherington:

I have not heard from anyone about a date. Please confirm by end of today for Wed or Thursday starting at 830. Please have the holes properly staked/labeled and notify Ms. Utility.

Thanks,

Hank

Hank Oswald

Licensed Environmental Health Specialist

Howard County Health Department

Bureau of Environmental Health

Well & Septic Program

8930 Stanford Boulevard

Columbia, MD 21045

410.313.1786 (Office)

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From: ann titherington [<mailto:anntith@gmail.com>]

Sent: Monday, June 11, 2018 9:12 AM

To: BECKY HAHN; Carl Hudgins; Crimco3@gmail.com; Oswald, Hank; Rik Stouffer

Subject: 4364 Linthicum Rd

Hi

Are you all set for June 13 or 14?

I will not be home June 13. You can use neighbors drive way or mine to park and unload

Ann Titherington

Oswald, Hank

From: Oswald, Hank
Sent: Wednesday, June 06, 2018 10:37 AM
To: 'Rik Stouffer'
Cc: 'Carl Hudgins'; anntith@gmail.com
Subject: RE: Tithereington Property_Lithicum Road_Dates Revised
Attachments: Septic Contractors.pdf

Hello All:

The variance request looks fine. We will file the variance request with MDE after we have conducted the perc test. One of the main issues with the downgrade well(s) is making sure they are at least 200 feet away from the SDA. With that said, we would also like to see the septic components located at 4364 Linthicum Road field located to ensure they are not within the replacement well radius. One last thing, my supervisor suggested pulling-up perc test holes 302, and 305 to the well radius in case we need the extra area. It would be nice to receive a copy of the adjusted plan prior to the test date.

At this time, I would like to propose some perc test dates for next week. This shouldn't take more than a half day to a full day.

June 13 or 14th starting at 8:30 a.m. As mentioned, the septic contractor will need a backhoe capable of excavating a hole to at least 12 feet and a water source. Also, the perc test hole location will need to be field located and staked prior to the test date. I've attached a list of septic contractors for your convenience.

Should you have any questions, please don't hesitate to ask.

Thanks,

Hank

From: Rik Stouffer [mailto:rik@nttsurveyors.com]
Sent: Tuesday, June 05, 2018 5:01 PM
To: Oswald, Hank
Cc: Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road

Hank,

Attached is a copy of the Application for Variance. Can you please give it a quick look to see if any other information is required as this is my first Variance request.

If not, can I mail this to you or do I need to hand deliver it and how many copies do you require?

Thanks for all of your help,

Rik Stouffer
Professional Land Surveyor 21260
NTT Associates, Inc.
16205 Old Frederick Road

Mt. Airy, Maryland 21771
Phone: 410-442-2031
Fax: 410-442-1315
Website: <http://www.nttsurveyors.com>

From: Oswald, Hank [<mailto:hoswald@howardcountymd.gov>]
Sent: Wednesday, May 16, 2018 7:32 AM
To: Rik Stouffer
Cc: anntith@gmail.com; Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road

Hi Rik:

Good morning. I apologize for missing your email. The well located at 4356 is also down-gradient of the proposed SDA on this lot.

You may use the interactive variance application (attached) which references COMAR 26.04.02.05.B.(2)

Thanks,

Hank

From: Rik Stouffer [<mailto:rik@nttsurveyors.com>]
Sent: Tuesday, May 15, 2018 5:30 PM
To: Oswald, Hank
Cc: anntith@gmail.com; Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road

Hank,
I had replied to your email on April 25th asking for additional information. Is there any way we could meet or have a phone conversation to determine what I need to provide to get this moving, please see below the questions I had per your comments.

Thanks for any help you can provide,

Rik Stouffer
Professional Land Surveyor 21260
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Mt. Airy, Maryland 21771
Phone: 410-442-2031
Fax: 410-442-1315
Website: <http://www.nttsurveyors.com>

From: Rik Stouffer
Sent: Wednesday, April 25, 2018 12:03 PM
To: 'Oswald, Hank'
Cc: anntith@gmail.com; Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road

Hank,
I finally had a chance to re-review the Percolation Site Plan and your comments,

Columbia, MD 21045

410.313.1786 (Office)

hoswald@howardcountymd.gov

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I will not be home June 13. You can use neighbors drive way or mine to park and unload

Ann Titherington

Oswald, Hank

From: Oswald, Hank
Sent: Wednesday, May 16, 2018 7:32 AM
To: 'Rik Stouffer'
Cc: anntith@gmail.com; Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road
Attachments: Variance application-interactive_well downgrade.pdf

Hi Rik:

Good morning. I apologize for missing your email. The well located at 4356 is also down-gradient of the proposed SDA on this lot.

You may use the interactive variance application (attached) which references COMAR 26.04.02.05.B.(2)

Thanks,

Hank

From: Rik Stouffer [<mailto:rik@nttsurveyors.com>]
Sent: Tuesday, May 15, 2018 5:30 PM
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Hank,

I finally had a chance to re-review the Percolation Site Plan and your comments,

We field located all the visible wells within 200' down gradient from our proposed sewage easement area. The well located on #4394 (no tag number) was the closest at 200'. Also there appears to be a swale that will take runoff away from this well and house which we would confirm when we do the field run topo for the Percolation Certification Plan. Did we miss a well, if so which property is it located on?

What article would we need to get a variance from?

Thanks and have a nice day,

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From: Oswald, Hank [<mailto:hoswald@howardcountymd.gov>]
Sent: Tuesday, April 24, 2018 10:05 AM
To: Rik Stouffer
Cc: anntith@gmail.com
Subject: Tithereington Property_Lithicum Road

Hi Rik:

Thanks for taking my call this morning. The perc test plan has been reviewed with the following comments:

- 1.) Field locate both down-gradient wells on this plan to confirm distance. Add field location note to the plan and resubmit 2 copies.
- 2.) A Variance request is necessary for the down-gradient wells. A BAT unit and LPD system will be required.

Should you have any questions, please don't hesitate to ask.

Respectfully,

Hank

Hank Oswald
Licensed Environmental Health Specialist
Howard County Health Department
Bureau of Environmental Health
Well & Septic Program
8930 Stanford Boulevard
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410.313.1786 (Office)
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Subject: RE: Tithereington Property_Lithicum Road
Attachments: Variance application-interactive_well downgrade.pdf

Hi Rik:

Good morning. I apologize for missing your email. The well located at 4356 is also down-gradient of the proposed SDA on this lot.

You may use the interactive variance application (attached) which references COMAR 26.04.02.05.B.(2)

Thanks,

Hank

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Sent: Tuesday, May 15, 2018 5:30 PM
To: Oswald, Hank
Cc: anntith@gmail.com; Carl Hudgins
Subject: RE: Tithereington Property_Lithicum Road

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Sent: Wednesday, April 25, 2018 12:03 PM
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Cc: anntith@gmail.com; Carl Hudgins
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What article would we need to get a variance from?

Thanks and have a nice day,

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16205 Old Frederick Road
Mt. Airy, Maryland 21771
Phone: 410-442-2031
Fax: 410-442-1315
Website: <http://www.nttsurveyors.com>

From: Oswald, Hank [<mailto:hoswald@howardcountymd.gov>]
Sent: Tuesday, April 24, 2018 10:05 AM
To: Rik Stouffer
Cc: anntith@gmail.com
Subject: Tithereington Property_Lithicum Road

Hi Rik:

Thanks for taking my call this morning. The perc test plan has been reviewed with the following comments:

- 1.) Field locate both down-gradient wells on this plan to confirm distance. Add field location note to the plan and resubmit 2 copies.
- 2.) A Variance request is necessary for the down-gradient wells. A BAT unit and LPD system will be required.

Should you have any questions, please don't hesitate to ask.

Respectfully,

Hank

Hank Oswald
Licensed Environmental Health Specialist
Howard County Health Department
Bureau of Environmental Health
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8930 Stanford Boulevard
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410.313.1786 (Office)
hoswald@howardcountymd.gov

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Mt. Airy, Maryland 21771
Phone: 410-442-2031
Fax: 410-442-1315
Website: <http://www.nttsurveyors.com>

From: Oswald, Hank [<mailto:hoswald@howardcountymd.gov>]
Sent: Tuesday, April 24, 2018 10:05 AM
To: Rik Stouffer
Cc: anntith@gmail.com
Subject: Titherington Property_Lithicum Road

Hi Rik:

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Respectfully,

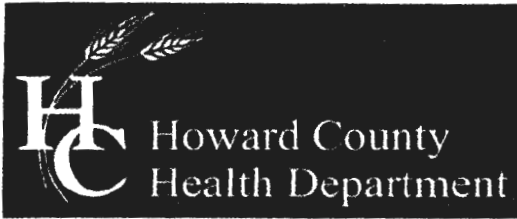
Hank

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Bureau of Environmental Health

8930 Stanford Boulevard, Columbia, MD 21045

Main: 410-313-2640 | Fax: 410-313-2648

TDD 410-313-2323 | Toll Free 1-866-313-6300

www.hchealth.org

Facebook: www.facebook.com/hocohealth

Twitter: HowardCoHealthDep

Maura J. Rossman, M.D., Health Officer

APPLICATION FOR VARIANCE TO COMAR ONSITE WATER/SEWER FOR MDE APPROVAL

Date Submitted 6/13/2018

LOT IN REAR OF # 4364 CINTHICUM ROAD

Property Address

PARCEL 2 IN LIBER 2865 FOLIO 686

Subdivision

Lot

Tax Map

Grid

Parcel

Tax Account #

Provide a brief site history including previously submitted and active plans with the Health Department or the County (subdivision plans, perc test applications, Building Permit applications):

THIS PARCEL WAS CREATED IN LIBER 630 FOLIO 225 DATED MARCH 24, 1973 NO HEALTH DEPARTMENT INFORMATION WAS FOUND

In the area below, list the specific section of the Code of Maryland Regulations (COMAR) to which a variance is being requested and provide a brief summary of the regulation and an explanation of why the variance is being requested (Attach a separate sheet if necessary).

Table with 2 columns: Regulation Section, Summary and Explanation. Row 1: COMAR 26.04.02.05.B.(2) Specifies that on-site sewage disposal system is to be located downgradient from a private water well. Row 2: SEE ATTACHED SHEET

Handwritten signature of Ann Neidermeyer Fotheringer

Property Owner's Signature

Health Department Use Only

Reviewed by, Recommendation, HCHD Staff, Date, HCHD Supervisor, Date

Comments/Conditions:

Approved by: MDE Representative, Date

Continuation Sheet Summary and Explanation # 2

There is an existing water well for dwelling #4394, 200 feet southwest of the proposed sewage disposal area which is downgradient.

There is an existing water well HO-73-0456 for dwelling #4356, 298 feet west of the proposed sewage disposal area which may be downgradient.

During the field survey for the Percolation Certification Plan sufficient topo will be taken to establish whether these wells lie in the path of surface sheet flow from any of the subject property.

Oswald, Hank

From: Oswald, Hank
Sent: Tuesday, April 24, 2018 10:05 AM
To: 'rik@nttsurveyors.com'
Cc: anntith@gmail.com
Subject: Tithereington Property_Lithicum Road

Hi Rik:

Thanks for taking my call this morning. The perc test plan has been reviewed with the following comments:

- 1.) Field locate both down-gradient wells on this plan to confirm distance. Add field location note to the plan and resubmit 2 copies.
- 2.) A Variance request is necessary for the down-gradient wells. A BAT unit and LPD system will be required.

Should you have any questions, please don't hesitate to ask.

Respectfully,

Hank

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NTT Associates, Inc.
16205 Old Frederick Road
Mt. Airy, Maryland 21771

April 20, 2018

Howard County Health Department
Attn: Jeffrey Williams and Robert Bricker
Re: Percolation Site Plan Submittal for Ann Titherington Property, Tax Map 22,
Parcel 561

Dear Sirs:

Please find enclosed 3 copies of the Percolation Site Plan for the Ann Titherington Property, Tax Map 22 Parcel 561. Mrs. Titherington has submitted the Application and has paid fees by check, receipt number A562368.

Please include Joey Dustin at 301-346-9300 as he has been contracted to dig the test holes.

Feel free to call me if you have any questions,

Sincerely,

Richard B. Stouffer
Professional Land Surveyor 21260
NTT Associates, Inc.
rik@nttsurveyors.com
Phone: 410-442-2031
Fax: 410-442-1315

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Oswald, Hank

From: Oswald, Hank
Sent: Thursday, January 11, 2018 2:54 PM
To: 'ann titherington'
Subject: RE: Perc Test Plan_Linthicum Road

Hi Ms. Titherington:

I am not sure about the fee schedule. You may want to consult with more than one engineer on this subject. We must have a scaled plan of the lot with a proposed house and well location along with a sewage disposal area (SDA) meeting all of the plan requirements and setbacks.

Should you have any other questions, please don't hesitate to ask.

Respectfully,

Hank

From: ann titherington [<mailto:anntith@gmail.com>]
Sent: Wednesday, January 10, 2018 11:59 AM
To: Oswald, Hank
Subject: Perc fest

What kind of survey ? Boundary? What is a reasonable price?

Oswald, Hank

From: Oswald, Hank
Sent: Tuesday, January 16, 2018 8:45 AM
To: 'BECKY HAHN'
Subject: RE: Titherington- Linthicum Road 1405435005

Hi Becky:

We are not in the position to answer this question. You may want to consult with a realtor lawyer on this. It does appear to be a lot of record therefore we would consider perc testing once we have a viable test plan from an engineer.

We would not sign-off on a building permit until we have a signed percolation cert plan with an established sewage disposal area and a drilled well.

Hopefully, this helps. Should you have any other questions, please don't hesitate to ask.

Respectfully,

Hank

From: BECKY HAHN [<mailto:becky.hahn@longandfoster.com>]
Sent: Friday, January 12, 2018 3:40 PM
To: Oswald, Hank
Subject: Titherington- Linthicum Road 1405435005

Hi Hank,

I am checking in again for Mrs. Titherington. She sent her application in for the Percolation Test and Plan requirements for a developed lot.

She is in the process of receiving quotes for the site plans. I wanted to verify that she has a lot that can be sold. Her Tax ID number is 1405435005. Since she has a separate tax bill, I would hope that it could be a separate lot and if all requirements are met can be built upon.

Any information would be helpful.

Thank you,
Becky Hahn

BeCKY HAHN, REALTOR
LUSTER, RIPLEY & TEAM

Long & Foster Real Estate, Inc.

Cell: 410-913-7723

Office: 410-795-9600

Rebecca.Hahn@longandfoster.com

permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. *Application of Payments.* Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. *Change of Lien.* Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. *Hazard or Property Insurance.* Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and receipts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and receipts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 the Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to this acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. *Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application; Leaseholds.* Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, prohibits forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspections. 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.

10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the sums are then due.

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.

11. 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.

12. Successors and Assigns Roman; Joint and Several Liability; Co-debtors. 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.

13. 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.

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.

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

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12. Successors and Assigns Bonded; 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.

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