

**SCHEDULE 3**

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

**MORTGAGE LOAN REINSTATEMENT AGREEMENT**

This Agreement is executed, delivered and made effective as of DATEFORDOCS, by and among \_\_\_\_\_, a \_\_\_\_\_ (herein called "Borrower"); and \_\_\_\_\_, a \_\_\_\_\_ (herein called "Lender").

**WITNESSETH:**

**WHEREAS**, Borrower is the owner of certain property located in \_\_\_\_\_ County, [STATE], generally known as \_\_\_\_\_, which property is more particularly described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, Lender is the owner and holder of the following instruments pertaining to a loan made to Borrower by Lender (the "Loan"): (i) that certain Promissory Note (the "Note") dated \_\_\_\_\_ in the original principal amount of \$\_\_\_\_\_, payable to \_\_\_\_\_ or its order, which Note is secured by (ii) a certain \_\_\_\_\_ (the "Security Instrument") of even date therewith and recorded in \_\_\_\_\_, Recorder's Office, \_\_\_\_\_ County, [STATE] and (iii) a certain Assignment of Leases and Rents (the "Assignment") as recorded in \_\_\_\_\_, Recorder's Office, \_\_\_\_\_ County, [STATE], all of which encumber or relate to the Property (the Assignment, the Note, the Security Instrument, and all other documents entered into by Borrower in connection therewith are hereinafter referred to collectively as the "Loan Documents"); and

**WHEREAS**, Borrower defaulted in its payment obligations under the Loan Documents and failed to cure such defaults following notice from Lender, whereupon Lender exercised its right to accelerate the entire outstanding principal balance of the Loan and demanded payment in full; and

**WHEREAS**, Borrower desires to reinstate the Loan and Lender has agreed on the terms and conditions hereinafter set forth.

## AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by the parties hereto each to the other and in consideration of the premises herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Representations and Warranties.** Borrower represents, warrants and covenants with Lender as follows:

Borrower has the full power and authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement by each of the Borrower (a) has been duly and validly authorized by all necessary action on the part of the Borrower, (b) does not conflict with or result in a violation of Borrower's governing organizational documents or any judgment, order or decree of any court or arbiter in any proceeding to which the Borrower is a party, and (c) does not conflict with or constitute a material breach of, or constitute a material default under, any contract, agreement or other instrument by which the Borrower is bound or to which it is a party.

No consent of any person or entity not a party hereto is required for Borrower to enter into and perform this Agreement, and the Borrower hereby agree to and does indemnify, defend and hold harmless the Lender from and against any and all loss, damage or liability whatsoever, including, without limitation, attorneys' fees and costs, arising from any failure to obtain the consent of any such person or entity which is not a party hereto.

There is no pending, nor, to Borrower's actual knowledge, is there any threatened, litigation proceeding involving the Properties or Borrower's ownership, leasing, operation or maintenance thereof, except for routine litigation concerning the Property that would not have any material adverse impact on Borrower's ability to perform the obligations contained in this Agreement.

The Loan Documents are enforceable in accordance with their respective terms. The terms and conditions of the Loan Documents, including, without limitation, the default interest rate, are commercially reasonable and constitute good faith and fair dealing on the part of Lender.

As of the date hereof, the following amounts remain outstanding on the Loan and are secured by the Loan Documents: (i) the unpaid principal balance of the Note in the amount of \$ \_\_\_\_\_; (ii) contract interest accruing from and after \_\_\_\_\_ as provided in the Note; (iii) [ANY DELINQUENT AMOUNTS TO BE REPAID OVER TIME]; (iv) accrued default interest (in excess of contract interest) in the amount of \$ \_\_\_\_\_ (the "Default Interest Accrual"); and (v) other amounts to be paid to Lender simultaneously herewith set forth in Paragraphs 2(a) and 2(b) below.

### **Reinstatement of Loan.**

Borrower shall make the following payments to Lender simultaneously with the execution of this Agreement, totaling \$ \_\_\_\_\_:

\_\_\_\_\_ principal and interest payments of \$ \_\_\_\_\_ each;  
\_\_\_\_\_ monthly tax escrow payments of \$ \_\_\_\_\_ each;  
\_\_\_\_\_ monthly insurance escrow payments of \$ \_\_\_\_\_ each; and  
\_\_\_\_\_ monthly reserve escrow payments of \$ \_\_\_\_\_ each.

In addition to the payments to Lender under subparagraph (a) above, Borrower shall make the following payments to Lender simultaneously with the execution of this Agreement, totaling \$ \_\_\_\_\_ and representing reimbursement for the costs indicated:

engineering report in the amount of \$ \_\_\_\_\_  
survey in the amount of \$ \_\_\_\_\_  
appraisal in the amount of \$ \_\_\_\_\_  
appraisal review in the amount of \$ \_\_\_\_\_  
Lender's legal fees in the amount of \$ \_\_\_\_\_  
travel expenses in the amount of \$ \_\_\_\_\_  
accrued interest on advances in the amount of \$ \_\_\_\_\_  
accrued late fees of \$ \_\_\_\_\_; and  
for Lender's time and effort in negotiating this Agreement, a reinstatement fee of \$ \_\_\_\_\_, which fee shall not be applied to any other sums due on the Loan but shall be deemed fully earned upon execution hereof.

On \_\_\_\_\_, 202\_\_, Borrower shall resume monthly payments in accordance with the terms of the Note in the amount of \$ \_\_\_\_\_, consisting of \$ \_\_\_\_\_ principal and interest payment, \$ \_\_\_\_\_ tax escrow payment, \$ \_\_\_\_\_ insurance escrow payment and \$ \_\_\_\_\_ reserve escrow payment, subject to adjustment thereafter in accordance with the terms of the Loan Documents.

Subject to the terms and conditions of this Agreement, Lender hereby waives the existing payment defaults under the Loan Documents, rescinds the acceleration of maturity and reinstates the Loan with the original Maturity Date set forth in the Note of \_\_\_\_\_. Lender reserves the right to declare any subsequent payment default under the Loan Documents or this Agreement or any other default under the Loan Documents that may exist now or in the future.

**Modification of Loan Documents.** Borrower and Lender hereby modify the terms of the Loan Documents as follows:

In addition to all other payments required by the Loan Documents, Borrower shall pay the \$ \_\_\_\_\_ delinquent sum due Lender in twelve equal monthly installments of \$ \_\_\_\_\_ each, commencing on \_\_\_\_\_ 1, 202\_\_, and continuing on the first day of each month thereafter through and including \_\_\_\_\_ 1, 202\_\_. Any failure to make any such payment within five (5) days of the date due shall be an Event of Default under the Loan Documents.

Payment of the Default Interest Accrual is hereby deferred by Lender and shall be due and payable only upon an Event of Default under the Loan Documents. If no Event of Default occurs and the Loan is paid in full on or before the Maturity Date (as defined in the Note), Lender shall waive the Default Interest Accrual.

The obligations of Borrower under this Agreement shall be secured by the Loan Documents. This Agreement shall be deemed one of the "Loan Documents" as such term is defined in all of the Loan Documents.

**Fees and Expenses.** If any party to this Agreement is required to employ counsel to enforce any of the terms of this Agreement, or to collect damages by reason of any alleged breach of this Agreement or for a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs actually incurred.

**No Offsets or Defenses; Waiver of Claims.** Borrower hereby acknowledges, confirms and warrants to Lender that as of the date hereof, Borrower has nor claims any offset, defense, claim, right of set-off or counterclaim against Lender, its trustee, servicer or special servicer or against the officers, directors, agents, employees, attorneys or contractors of Lender, its trustee, servicer or special servicer, under, arising out of or in connection with this Agreement, the Note, the Security Instrument or any other Loan Document or with respect to any of the indebtedness evidenced or secured thereby, with respect to the servicing or enforcement of the Loan or with respect to the Property. In addition, Borrower covenants and agrees with Lender that if any offset, defense, claim, right of set-off or counterclaim exists as of the date hereof, Borrower hereby irrevocably and expressly waives the right to assert such matter.

**Confirmation.** Except as specifically set forth herein, all other terms and conditions of the Loan Documents shall remain unmodified and in full force and effect, the same being confirmed and republished hereby; and except as otherwise specifically set forth herein, the undersigned Borrower hereby affirms, reaffirms and republishes all of the warranties, covenants and agreements as set forth in the Loan Documents.

**Modifications, Waivers.** No waiver, modification, amendment, discharge, or change of this Agreement or any of the other Loan Documents shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

**Recitals True.** Borrower and Lender each hereby approve the recitations set forth in the preamble of this Agreement and agree that said recitations are true and correct in all respects.

**No Novation; No Effect on Priority; No Subordinate Matters.** The parties do not intend this Agreement nor the transactions contemplated hereby to be, and this Agreement and the transactions contemplated hereby shall not be construed to be, a novation of any of the obligations owing by the Borrower under or in connection with the existing Note, Security Instrument, Assignment and other Loan Documents. Further, the Property shall remain in all respects subject to the lien, charge or encumbrance of the Security Instrument, or conveyance of title (if any) effected thereby, and nothing herein contained, and nothing done pursuant thereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or conveyance effected by, the Security Instrument, or the priority thereof over other liens, charges, encumbrances or conveyances, or, except as expressly provided herein, to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Documents; nor shall anything herein contained or done in pursuance hereof affect or be construed to affect any other security or instrument, if any, held by Lender as security for or evidence of the

aforementioned indebtedness. Borrower and Borrower represent and warrant to Lender that there is no second mortgage, deed to secure debt, deed of trust or other subsequent lien now outstanding against the Property; that the lien of the Security Instrument is a valid first and subsisting lien and security interest on the Property (subject to real estate taxes); and that the execution, delivery and recording of this Agreement will not impair the lien or priority of the Security Instrument.

**Successors and Assigns**. This Agreement shall be binding upon each party hereto and such party's successors and assigns and shall inure to the benefit of each party hereto and such party's successors and permitted assigns; notwithstanding the foregoing, the interest of Borrower under the Loan Documents is not assignable, and any attempted assignment shall be null and void.

**Notices**. The Loan Documents are hereby amended to provide that, notwithstanding anything in any of the Loan Documents to the contrary, any notice, request or demand to be given or made under any of the Loan Documents shall be in writing and shall be hand delivered or sent by Federal Express, Airborne Express, United Parcel Service, or other reputable nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Lender:

With a copy to:

If to the Borrower:

Each party to this Agreement may designate a change of address by notice given, as herein provided, to the other party fifteen (15) days prior to the date such change of address is to become effective.

**Counterparts**. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

**Severability**. If all or any portion of any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

**Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of [STATE]

**TRIAL BY JURY WAIVER.** BORROWER AND LENDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THE SECURITY INSTRUMENT, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.

(Signatures Begin on Next Page)

IN WITNESS WHEREOF, each party has executed and delivered this Agreement to each other party and has made it effective as of the date first written above.

Signed, sealed, and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BORROWER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of \_\_\_\_\_, on behalf of such \_\_\_\_\_. S/He is personally known to me or s/he has produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, and did take an oath.

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Notary Public

Notary Expiration Date: \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_

Signed, sealed, and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**LENDER:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of \_\_\_\_\_, on behalf of such \_\_\_\_\_. S/He is personally known to me or s/he has produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, and did take an oath.

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Notary Public

Notary Expiration Date: \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_



**CONSENT OF GUARANTOR**

The undersigned acknowledge the foregoing Mortgage Loan Reinstatement Agreement and acknowledges and agree that the Indemnity and Guaranty Agreement, dated as of \_\_\_\_\_, relating to the Loan Documents, and the Environmental Indemnity Agreement, dated as of \_\_\_\_\_, relating to the Property, remain in full force and effect and are each hereby ratified and confirmed in accordance with their respective terms.

Signed, sealed, and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signed, sealed, and delivered in the presence of the following witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**GUARANTOR:**

\_\_\_\_\_

By:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ . S/He is personally known to me or s/he has produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, and did take an oath.

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Notary Public

Notary Expiration Date: \_\_\_\_\_

Serial Number (if any): \_\_\_\_\_