AFTER RECORDING RETURN TO: MID-AMERICA MORTGAGE CORPORATION KATHIE LEE WELLMAN

361 FRONTAGE POAD BURR RIDGE, IL 60621



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90365587

DEPT-01 RECORDING

\$17.25

7\$0000 TRAN 1023 07/20/90 11/59:00 - \$30**524 岳山村 紀紀**日本855587

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 20. 1990

The mortgagor is

FIRPENCE GULLEY, A BACHELOR, CLAYBORNE GULLEY AND KATHRYN GULLEY, HIS WIFE

("Borrower"). This security is given to MID-AMERICA MORTGAGE CORPORATION,

which is organized and existing under the laws of The State Of Illinois, and whose address is 361 Frontage Road, Burr Ridge, IL 60521

("Lender"). Borrower owes Lender the principal sum of SEVENTY THREE THOUSAND FIVE HUNDRED DOLLARS

(U.S. \$ 7 3 . 5 0 0 . 0 0). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provided for monthly payments, with the full debt, if not paid earlier, due and payable on A U G U S 7 1 . 2 0 2 0 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the note, with interest, and all renewals, extensions and modifictions; (b) the payment of all other sums, with interest, advanced inder 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 mo (ga)e, grant and convey to Lender the following described property located in a 0 0 0 K. County, Illinois:

LOTS 45 AND 46 IN BLOCK 2 IN HAMLIN AVENUE ADDITION "A" BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2. TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PIN:24-02-310-004 (LOT-45) #24-02-310-003 (LOT-46)
which has the address of 9205 SOUTH HAMLIN AVENUE, EYERGREEN PARK, IL 606#2

("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 foctures 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 seised 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 delend 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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UNIFORM COVENANTS. For payer and Lorder covenant and acree at follows:

1. Payment of Principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender 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 leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrowitems." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrowitems.

The Funds shall be held in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrowitems. Lender may not charge for holding and applying the funds, analyzing the account or verifying the excrowitems, unless Lender pays. Borrower interest on the Funds and applying the permits Lender to make such a charge. Introver and Lender may agree in writing that interest shall be a continued to the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to hay Borrower any interest or earnings 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 the sums secured by this Security Instrument. this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrew items when due, Borrower shall pay to Lender any

amount necessary to make up the deliciency in one or more payments as required by Lender.

Upor hav nent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a crest or painst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs I and 2 shall the applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts pay for under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. To rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain primity 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 swed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Burrower 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 obliga for secured by the lien in a manner acceptable to Lender; (b) contests 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 forfeiture of one part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the len to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain pricary over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lies, or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exter 3rd coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amr or is and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrowe' subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrow rechall 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 should 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 this 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 princip il shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount (11) r payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

fee title shall not merge unless Lender agrees to the merger in writing-

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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, ** A CHARGED ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING requesting payment.

INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR THE PURPOSES OF THE PRECEEDING SENTENCE.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Berrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless I major and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the flue date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Horreise Not Released; Furbearance 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's full 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 apprtization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borro ver's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclure the exercise of any right or remedy.

11. Successors and Assigns Sound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and onefit 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, there (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (1) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may clocke to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a leful directuces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 Secu ity 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.

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Scenrity 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 Lander when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal 'aw 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 in artiment 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.

NON-UNIFORM COVINANTS, Forrow 19. Acceleration Remedies. Indetails Borrower's breach of any covenam or agree under paragraphs 13 and 17 unless applicate default; (b) the action required to cure the digiven to the Borrower, by which the default before the date specified in the notice may relative the date specified in the notice may relative the date specified in the notice may relative the date after acceleration or of the right to reinstate after accelerate one-existence of a default or any other defends cured on or before the date specified in payment in full of all sums secured by this Sentitled to collect all expenses incurred in public the timited to, reasonable attorneys' feet 20. Lender in Possession.	Shall give notice to ment in this Securi- ble law provides of the feault; (c) a date, no must be cured; and result in acceleration and the right name of Borrower to a the notice, the Lending the rotice, the Lending the remediates of the remediates.	Burrower plin to a by Instrument (but no berwise). The notice of less than 30 days (d) that failure to con of the sums secure roperty. The notice to assert in the for acceleration and for ler at its option may by judicial proceed as provided in this proced in this provided in this provided.	cceleration following of prior to acceleration e shall specify: (a) the from the date the notice is are the default on or red by this Security e shall further inform eclosure proceeding the reclosure. If the default is require immediate ing. Lender shall be
Upon acceleration under paragraph 19 or abar any period of redemption following judicial sale be entitled to enter upon, take possession of an including those past due. Any rents collected costs of management of the Property and colle on receiver's bonds and reasonable attorneys' 21. Release.	e, Lender (in person, d manage the Prope by Lender or the rec ection of rents, includ	by agent or by judic rty and to collect the eiver shall be applied ling, but not limited t	ally appointed receiver) shall rents of the Property first to payment of the p. receiver's fees, premiums
Upon payment of all sums secured by this Sec charge to the for ower. Borrower shall pay any	urity Instrument, Len y recordation costs.	der shall release this	Security Instrument without
22. Waive of Homestead. Borrower waives all right of homestead exemple	tion in the Property.		
23. Riders to inits Security Instrument If one or more riders are accuted by Borrower and agreements of each such rider shall be incagreements of this Security Instrument as if the boxe(s)]	r and recorded toget corporated into and s	hall amend and supp	dement the covenants and
☐: Adjustable Rate Rider ☐	Condominium Ride		2-4 Family Rider
☐ Graduated Payment Rider ☐	Planned Unit Devel	opment Aider	
Other(s) [specify]			and the state of the comment
BY SIGNING BELOW, Borrower accepts Instrument and in any rider(s) executed by Borrower accepts	ard agrees to the to	erms and covenants with it.	contained in this Security
Language H. Mess	(Seil) . After	- 6 00.	(Seal)
TERRENCE SULLEY	-Borrower & THRO	yn vull	(-0-1)
	-conower of the Riv	N GULLEY	-Borrower
CLAYBORNE GULLEY	(Seal) -Borrower	N GULLEY	-Borrower (Seal) -Borrower
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STATE OF ILLINOIS COUNTY OF	(Seal) -Borrower slow This Line For Acknowledge SS: iid county and state, IS VIFE win or proved to me to some and acknowledge Same Same Same Same Same Same Same Sam	do hereby certify the	(Seal) -Borrower It TERRENCE GIETEY. A tho, being informed of the ament to be their

This instrument prepared by: Connie Kearney 44771

PAUL W. BARBAHEN
Netary Public. State of Illinois
My Commission Exercises Nov. 5, 1981

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(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER	is made this 20th day of	ULY	19 .90 2nd i
incorporated into and shall be deemed to ar	mend and supplement the Mort	gage, Deed of Tr	ust or Security Deed (the
"Security Instrument") of the same date give			
Rate Note (the "Note") to MID-AMERI	<u> </u>	72	
	(the "Lender") of the same	: date and covering	g the property described in
the Security Instrument and located at:			
9205 South Hamlin Avenue, Every	green Park, Illinois	50642	
***************************************	IProperty Address?		

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

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

A. INTERESCRATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will ray may change on the first day of ______AUGUST________ 1991__ and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

(C) Calculation of Changes

The Note Holder will then determine the amount of the includy payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in it 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

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the arroym 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 (he notice.

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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Property of Cook County Clerk's Office

Rider.

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

or demand on Borrower.

If Lender exercises the option to require immediate payment in full, 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 expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice

Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Vote and in this Security Lender and that obligates the transferce to keep all the promises and agreements made in the Lote and in this Security Instrument unless Lender releases Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases