1991 NOV -1 AH 11: 09

Mail To:

PROSPECT FEDERAL SAVINGS BANK 555 E. BUTTERFIELD ROAD, LOMBARD, IL, 60148

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TUIS MOD	TC. Ca ("Country Instrument")	is given on October 30
10 91 750	JOHN KOMPERDA	is given on October 30 and MARY A. KOMPERDA, his wife
19 (17.11) 100 0	Rengago 3	This Counties Instrument is given to
PRO	SPECT FEDERAL SAVINGS BA	er''). This Security Instrument is given to
under the laws of	UNITED STATES OF AMERIC	A and whose address is .555 E. BUTTERFIELD
ROAD, LOMBARD,	IL, 60148	Hundred Ninety-Five Thousand and No/100
Borrower owes Le	ender the principal sum of One	Hundred Ninety-Five Thousand and No/100
	Dolla's (U.S. )	S 195,000,00). This debt is evidenced by Borrower's note
dated the same date	e as this Security Instrument (' Note not payable on November	e'), which provides for monthly payments, with the full debt, if not 1, 2016. This Security Instrument
secures to Lender	(a) the repayment of the debt evid	speed by the Note, with interest, and all renewals, extensions and
modifications of the	Note; (b) the payment of all other s	uns, with interest, advanced under paragraph 7 to protect the security
of this Security Inst	trument; and (c) the performance of	Borrower's covenants and agreements under this Security Instrument
and the Note. For t	his purpose. Borrower does hereby	mortgage, grant and convey to Lender the following described prop-
erty located in	COOK	County, Illinois:
•		40

LOT 23 IN LEMONT GARDENS SUBDIVISION OF LOTS 13 AND 14 IN COUNTY CLERK'S DIVISION OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ### iloptis C

P. 1. N. 22-29-224-014-0000

LEMONT' which has the address of ...... [Street] Illinois 60439 ("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Farrary—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages)

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5. Hazard or Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be chosen by Borrower and for the periods that Lender is approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, illender Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, illender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Borrower shall promptly discharge any lien which has priority over this Security Instrument on as Borrower: (a) agrees in writing to the payment of the obligation 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinaring the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may after provity over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfact the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Property which may again priority over mis occurity instrument, and reasonous payment, or ground rents, it any, 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 tell 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.

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Mote.

4. Charges, Liens. Borrower shall pay all taxes, assessments, charges, finer and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payment, or ground rents, if any. Borrower

3. Application of Payments. Unless applies his in provides observies, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under or about second, to amounts payable under

secured by this Security Institution and the trainer of the trainer of security and the security of the

any Funds held by Lender, if, under paragraph 21. Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale as a credit against the sums or sale of the Property, shall apply any Funds held by Lender at the time of the Property, shall apply any Funds held by Lender at the time of the Property, shall apply any Funds held by Lender at the time of the Property, shall apply any Funds held by Lender at the time of the Property.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

for the excess Funds in accordance with the require out of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow lients when tan, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to newer so the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discension.

If the Funds held by Lender exceed the any acts remained to be held by applicable law, Lender shall account to Borrower he excess Funds in accountance with the fronts and a second law. If the amount of the Funds held by Lender is

natrument.

The Furder shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Leader, i. Leader is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds contains a country or derings and applying the Funds, annually analyzing the escrow account, or verifying the Lectow liems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender nay require Borrower interest on the Funds and applicable law permits Lender responses such a charge. However, the funds a one-time charge for an independent real estate tax reporting service used by Lender may require Borrower to pay a one-time charge for an independent real estate is marker or applicable law requires. Unless an agreement is made or applicable law requires to be paid, Lender shall not be required to pay Borrower and Lender or an agreement is monitored to pay Borrower and Lender or an account of the Funds and the Funds, showing credits and debits to the Funds and the Funds are pledged as additional security for all sums accured by this Security for which each debit to the Funds was made. The Funds are pledged as additional security for all sums accured by this Security for which each debit to the Funds was made. The Funds are pledged as additional security for all sums accured by this Security for which each debit to the Funds was made.

pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly taxefold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; if any; (c) yearly mortgage insurance premiums, if any; (c) yearly mortgage insurance premiums, if any sums payable by Botrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amount a fender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amount a fender for a federally related mortgage loan may require for Botrower's escrow account under the federal Real Ember 10 a federally related mortgage loan may require for Botrower's escrow account under the federal Real Ember 10 a federally related mortgage loan may require for Botrower's escrow account under the federal Real Ember 10 a federally related mortgage loan may require for Botrower's escrow account under the federal Real Ember 10 a federally related mortgage loan may require for Botrower's escrow account under the federal Real Ember 10 is exceed the lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not receed the lesser amount. Lender may estimate the basis of current data and amount not not to exceed the lesser amount. Lender may estimate the basis of current data and amount to exceed the lesser amount. Lender may estimate the contract and hold Funds and amount of Funds are of expendiences of thuse Eserow liens or on the basis of current data and

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

L. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

2. Funds for Laxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

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, 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 this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless 1 inder 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 the 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 Loan Application; Leaseholds. Borrower shall overpy, 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 extenue ing 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 other vise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lence's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lin 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 loanevidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrow a shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee fully 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 tsuch 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 in trument, 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.

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rument as if the rider(s) were a part of this Security Instrument.			heck applicable t

9. 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.

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 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, 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 sealer relain 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 mostly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released Torbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum; y cured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Lability 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 for learance 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 Bound; 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 used 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 offected 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 overlunder 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.

- 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

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23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Bortower Borrower shall pay any recordation costs.

22. Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

this paragraph 11, including, but not limited to, reasmable attorneys' fees and costs of title evidence. by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in deall sums secured by this Security Instrument without further demand and may foreclose this Security Instrument the notice of the date specified in the notice, bender at its uption may require immediate payment in full ceeding the non-existence of a default or any other defease of Borrower to acceleration and foreclosure. If the default end further inform Borrower of the right to refer acceleration and the right to assert in the foreclosure proof the sums secured by this Security Instrument; Invectorure by judicial proceeding and sale of the Proceeding be cured; and (d) that failure to cure the default on or before the date specified in the notice may veult in acceleration default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must unices applicable law provides otherwise). The notice shall specify: (a) the default; (b) the Lycin required to cure the The derivative servent in the Security Instrument to the notion to acceled in the management of the formation of the security in the security 11. Acceleration: Remedies, Lender shall give notice to Borrower prior to acreleration following Borrower's

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agric as follows:

char relate to health, safety or environmental protection.

used in this paragraph 20. "Environmental Law" means federal laws and laws of at e it risdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos or fortraldehyde, and radioactive materials. As by Environmental Law and the following subsumees, gusoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this purigraph 20. "Hazardous Substances" are those er bstances defined as toxic or hazardous substances

Borrower shall promptly tike all necessary, remedial actions in accordance with Environmental Law.

regulatory authority, that any removal or other remediation of any. Lavardous Substance affecting the Property is necessary, Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or any governmental or regulatory agency or private party avolving the Property and any Hazardous Substance or

Borrower shall promptly give Lender written not ce of any investigation, claim, demand, lawsuit or other action by

to normal residential uses and to maintenance of the Property.

use, for storage on the Property of small quantities of Mazardous Substances that are generally recognized to be appropriate the Property that is included of any Environmental Law. The preceding two sentences shall not apply to the presence. of any Hazardous Substances on or in the thorn of Borrower shall not do, nor allow anyone else to do, anything affecting

Hazardous Substances. Borr wer shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law.

The notice will state the name and to see of the new Loan Servicer and the address to which payments should be made. Servicer, Borrower will he given written notice of the change in accordance with paragraph 14 above and applicable law. also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan (known as the 'Loun zervice'), that collects monthly payments due under the Note and this Security Instrument. There Instrument) may be fold ine or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of weet Change of Loun Servicer. The More of a purial interest in the More (together with this Security

The derigered remained and the case of acceleration under the paragraph of right

strument and the abligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this the sums seem d by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security inrequire to assure that the Ben of this Security Institution, Lender's rights in the Property and Borrower's obligation to pay Instrument, including, but not limited to reasonable attorneys, tees, and (d) takes such action as Lender may reasonably occurred: (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: as applicable law may specify for reinstairement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period

18. Borrower's Right to Remarate. If Borrower meets, certain conditions, Borrower shall have the right to have 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 expitation of this period, Lender may invoke of nor less than 30 days from the dute the notice is delivered or mailed within 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

law as of the date of this Security instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums