

UNOFFICIAL GOPY.

Washington Square MTG. Co.

P.O. BOX 65787 W. DES MOINES, IA 50265-0787

91194378

LOAN NO. 2325 MAIL TO

__ [Space Above This Line For Recorder's Use].

MORTGAGE

THIS MORTGAGE ("Security Instrument") is made on APRIL 18 The mongagor is MICHAEL E. GRIFFIN AND DEBRA LEE GRIFFIN, HUSBAND AND WIFE 1991

(*Borrower"). This Security Instrument is given to

1ST CONCORD FUNCTING, LTD.,

, which is organized and existing

ILLINOIS under the laws of

and whose address is

1618 W. ALGONQUIN ROLD HOFFMAN ESTATES, IL 60195

("Lender").

Borrower owes Lender the principal sum or

THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars(U.S. \$). This debt is evidenced by Borrower's note 325,000.00 dated the same date as this Security listrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 3021 . This Security Instrument secures to Lender: (a) the repayment of the death oridenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bour wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in COOK County, Illinois:

LOTS 25 AND 26 IN BLOCK 20 IN LEITER 8 3RD ADDITION TO LAGRANGE, SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PPINCIPAL MERIDIAN LYING WEST OF BLUFF AVENUE (EXCEPT THAT PART NORTH OF THE SOUTH 710 FEET OF THE WEST 1095) FEET IN COOK COUNTY, ILLINOIS.

91194378

hich has the address of

403 S. LA GRANGE ROAD

LA GRANGE

Villinois

60525 [Zip Code] {"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 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 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 Family - FHMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/8

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Office

OFFICIAL GOPY UNIFORM COVENANTS. Borrowe

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall promptly pay when due the principal of and
- Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender 2. Funde for Taxes and Insurance. 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 rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or 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 escrow items. may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, shall not be required to pay 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.

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 relaid 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 escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 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 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 late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.
- 4. Charges; Liens. Borrower shall pay all faxes, assessments, charges, fines and impositions attributable to the Property which may attain 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 prompt voucnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall ormatly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) in writing to the payment of the obligation secured by the lier 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 any part of the Property; 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 attain 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 Insurance. Borrower shall keep the improvements now unisting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires in-This insurance shall be maintained in the amounts and for the period; 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.
- 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 Lender, Lender may make proof of loss if not made promptly by Borrower. Borrower shall give promp, notice to the insurance carrier and

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applica 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

to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. It Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has officed 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 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 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. mediately prior to the acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds. aservation and Maintenance of Property; Leaseholds.

 Borrower shall not destroy, damage or substantially change the allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall Property, 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 agree ments 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 reat sonable 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 dis bursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

√. Form 3014 12/83

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Property of Cook County Clerk's Office

If Lender required mortgag insurants as a condition of miking the toan Decured borns' security Instrument, Borrower shall pay the premiums required to meintain 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, Impaction. 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 kereby 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.
- 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 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.

- 10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 califity 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 recurity 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.
- 11. Successors and Assigns Bould, Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the siccessors 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 ray 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 inverces 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.
- 13. Legislation Affecting Lender's Rights.

 If enactment of expiration of applicable laws has the effect of 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 Security 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.
- 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 give, as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal taw and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.
- 17. Transfer of the Property or a Beneficial interest in Borrower.

 If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of (it 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 judgement 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 attorney's 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.

initials (1997). Form 3014 12/83

Property of Cook County Clerk's Office

FOUR 3014 12/83

MOTARY PUBLIC, STATE OF ILLINOIS MONY EVANS OFFICIAL SEAL

day of 1661 4381

Civen under my hand and seal this

the uses and purposes therein set forth. instrument, appeared before me this day in person, and acknowledged that they, signed and delivered the said instrument as their free and voluntary act, for known to me to be the same persons whose names are subscribed to the foregoing certify that MICHAEL E. CRIFFIN AND DEBRA LEE CRIFFIN, husband and wife personally I the undersigned notary of public in and for said county and state, do hereby

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		COUNTY OF DUPAGE
		STATE OF ILLINOIS
	Op	
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(1692)	(1695)	Albu The Shiften
Borrower	19H0110B	MICHAEL E. GRIPPIH
(1692)	(1(*3)	Thickord & Lucker
of in this Security Instrument and in	nd agreis to the terms and covenants containe bd with (t	BY SIGNMAG BELOW, BOFTONET sccepts and record
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		(1) Other(s) [spec [1]
	[] Planned Unit Development Rider	nabia inamita (astemband []
Japik Kimer 5-6 []	nabiš muinimobno3 ()	nabis asas aldutuulba 🐒

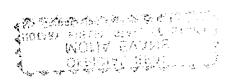
[Check applicable box(es)]. 23. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement and agreements of this Security Instrument. 22. WAIVER OF HOMESTEAD. Borrower waives all rights of homestead excemption in the Property.

instrument without charge to Borrower, Borrower shalf pay any recordation costs. upon payment of all sums secured by this security instrument, Lender shall release this Security SI HETEVRE

20. LENDER N POSSESSION. Upon acceleration under perspraph 19 or abandoment of the Property and at any time prior to the expiration of emy period of redemption following judicial sale. Lender (on person, by agent or by judicially appoint ed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents collected by Lender or the receiver shall be applied first to payment of the property and collection of rents, including, but not limited to, receiver's fees, premiums on reconstrict and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

190050 01 11116 6A/GGUC61 including, but not limited to, ed to collect all expenses incurred in pursuing the remedies provided in this peragraph 99, Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitldate specified in the notice, tender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the by this security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform by this security instrument, foreclosure proceeding the non-existence solvement in the foreclosure proceeding the non-existence solvement in the foreclosure proceeding the non-existence solvement. by this security instrument, We Acceleration; Remedies Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that is concerned; and concerned; and concerned to no redore the date specified in the notice may result in acceleration of the sums secured by this Secured by this Secure the default in second to the sums secured by this Secure the default in the notice of the property. NOW-UNITORN COVENANTS, Borrower and Lender further coverate and agree as follows:

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A SA CARLANDA A CARLANDA CARLA

Cook County Clark's Office

THIS ADJUSTABLE RATE RIDER is made this 18TH, day of APRIL	19 ⁹¹ and i
incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust	or Security Deed (the
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Rate Note (the "Note") to 1ST CONCORD FUNDING, LTD.	Borrower's Adjustable
Rate Note (the "Note") to	• ••/!
(the "Lender") of the same date and covering th	ie property described ir
the Security Instrument and located at:	
403 S. LA GRANGE ROAD, LA GRANGE, IL 60525	
Demonstr. Add	*****************************

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. INTEREST AATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(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 occurities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Indox, 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 monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in 101 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 it 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 amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the retice.

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.

91134378

Opening Clerk's Office 40-14-50-6 The manufacture of the position of the second secon internation of property of the contract of the DEBRA LEE GRIFFIN HOTTOWET BY Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

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or demand on Borrower.

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

expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within

Borrower in writing. To the extent permitted by applicable law, Lender may charge a reasonable lee 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 the constitute to be obligated under the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing