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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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DELIVER TO
BOX 16633⁰⁰

(Space Above This Line For Recording Data)

MORTGAGE

ADJUSTABLE RATE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 4, 1993**. The mortgagor is **DAVID K GENTRY AND SUZANNE L GENTRY, HIS WIFE** ("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632** ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED EIGHTEEN THOUSAND DOLLARS & NO CENTS** Dollars (U.S. \$ **218,000.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 1, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**COOK County, Illinois:
LOT 161 IN PLUM GROVE HILLS UNIT 3, BEING A SUBDIVISION OF PART OF
THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

PIN # **02-27-108-012-0000**

889001489 Back
Property of Cook County
Circuit Office

which has the address of **662 S VALLEY**
Illinois **60067** (Zip Code)

("Property Address"):

PALATINE

[Street, City].

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
08/04/01 (4) (4106)

VMP MORTGAGE FORMS - 13131293-21(9) - 1800521-7291

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more of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, if Lender uses prior Borrower's authority to file, Borrower shall satisfy the filing or administration of the Note or (c) securities from the holder of the Note in agreement satisfactory to Lender in a form which may attach instruments the Note to, or deeds, affidavits, affirmations of the Note in, legal proceedings which in the Lender's opinion operate to prevent the payment to the payee named in the obligation secured by the Note in a manner acceptable to Lender; (d) entries in good faith the Note in Borrower's name.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts, evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them directly which may affect priority over this Security Instrument, and cause said payments of round rents, if any, Borrower shall pay within thirty days of the payment of the applicable taxes, assessments, charges, fees and impossibilities attributable to the Property.

4. **Fees.** Borrower shall pay all taxes, assessments, charges, fees and impossibilities due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 2 and 2 shall be applied first, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any security instrument held by Lender in the time of acquisition of sale as a credit against the sum secured by the Property; shall apply any funds held by Lender in the time of acquisition of sale as a credit against the sum secured by funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition of sale shall pay to Lender the full amount of the funds held by Lender in any security instrument.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower within twenty months of Lender's sole discretion.

If Lender pays to Borrower the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than

time as is necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall not be liable to Lender for any interest or earnings on the funds held by Lender at any

for the excess funds, in accordance with the requirements of applicable law.

If the funds held by Lender exceed the amounts secured by this Security instrument, Lender shall account to Borrower

deficit to the funds was made. The funds are pledged as additional security for all sums secured by this Security instrument.

Without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each

Borrower and Lender may agree in writing, however, that unless otherwise directed by the funds held by Lender to Borrower

applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds,

held by Lender in connection with this loan, unless applicable law provides otherwise. Lender an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

verturing the funds, Lender may require Borrower interest on the funds and applicable law permits Lender to make such

funds items, Lender may not charge Borrower for holding and applying the funds, annually and any time the escrow account, or

escrow funds, Lender is asked in accordance of in any Federal Home Loan Bank, Lender shall apply the funds to pay the

including Lender, if Lender is asked in accordance of in any escrow whose deposits are issued by a federal agency, instrumentality, or entity

The funds shall be held in an escrow which applies to a federal agency, instrumentality, or entity

otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if any, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C., Section 260 et seq., "FESPA", unless another law applies to the funds

related mortgage loan may apply to the funds and hold funds in an amount not to exceed the maximum amount a lender for a federally

lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items."

it and, (c) yearly premium of property insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with

or toward rents on the property, if any; (e) yearly hazard or property insurance premiums; (f) yearly flood insurance premiums,

and losses sustained which may affect this Security Instrument as a lien on the property; (g) yearly leasehold payments

Lender on the day reasonably payable payments are due under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly taxes

and interest on the day reasonably payable payments are due under the Note, until the Note is paid in full, a sum ("funds") for (a) yearly taxes

permitted of and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

1. **Payment of Principal and Interest.** Prepayment and Lien Charges, Borrower shall promptly pay when due the

1. **IN THIS COVENANT, Borrower and Lender covenant and agree as follows:**

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

and interest on the debt evidenced by the Note and any prepayments and late charges due under the Note.

3. **Payment of Principal and Interest.** Prepayment and Lien Charges, Borrower shall promptly pay when due the

4. **WORRIOR GUARANTY INSTRUMENT.** This Security instrument secures certain obligations of record.

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

and grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgagage.

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 improvements and additions shall also be covered by this Security

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24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

I-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

66-66666666

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

K Miller

DAVID M GENTRY (Seal)
DAVID M GENTRY -Borrower

Suzanne L Gentry (Seal)
SUZANNE L GENTRY -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,
I, D Bauer
that

COOK

County ss:

a Notary Public in and for said county and state do hereby certify
DAVID M GENTRY AND SUZANNE L GENTRY, HIS WIFE

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing 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 the uses and purposes therein set forth.

Given under my hand and official seal, this 4th

day of February, 1983

My Commission Expires:

Notary Public

TRACY WYTRWAL

This instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK

IL 60642-1984

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"OFFICIAL SEAL" Form 3-14 9/90

D. BAUER

Notary Public, State of Illinois
My Commission Expires 4/2/84

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns 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 joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected, in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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.

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Form 3014 9/90

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

Without clause to borrow, Borrower shall pay any acceleration costs.

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

21. Indemnity, but not limited to, reasonable attorney fees and costs of little defense.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

provided by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums

non-excessive of a default of Borrower to acceleration and foreclosure. If the default is not cured on

indefinite power of the right to remit after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums

(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

(b) the action required to cure the default or before the date the notice is given to Borrower, by which the default

(a) any provision of applicable law provides otherwise. The notice shall specify: (a) the default (b) the action required to cure the default

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

NON-UNIFORM CONTRACTS. Borrower and Lender further covenant and agree as follows:

relative to health, safety or environmental protection.

this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that

prescribes and implements, volatile solvents, asbestos containing asbestos of termite damage, and radioactive materials. As used in

Informational Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

as used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

the necessary remedial actions in accordance with Environmental Law.

any removal of other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge of Borrower learns, or is notified by any government or regulatory authority, that

governmental agency or private party involving the Property and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residential uses and to maintenance of the Property.

owner of the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the

Hazardous Substances, Borrower shall not cause or permit the presence, creation, disposal, storage, or release of any

information required by applicable law.

address of the new loan Servicer and the address to which payments should be made. The notice will also contain any other

given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and

or more changes of the loan Servicer and to a copy of the Note. If there is a change of the loan Servicer, Borrower will be one

as the "loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one

instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note together with this Security

not apply in the case of a cash payment under paragraph 17.

offerations secured by full remedy fully effective as if no acceleration had occurred. However, this Security Instrument and the

this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the loan of this Security Instrument by Borrower's obligation to pay the sums secured by

including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure

18. Borrower's Right to Release instrument of any other agreement; (e) pays all expenses incurred in enforcing this Security Instrument,

Lender all sums which they would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Security instrument of (b) entry of a judgment entered by this Security Instrument. Those conditions are that Borrower (a) pays

Security instrument of this Security Instrument without regard to the earlier of: (a) 5 days for such other period as

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

agreement of this Security Instrument without regard to the earlier of any time prior to the date the right to have

permitted by this Security Instrument without regard to Borrower.

Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender exercises this option, Lender shall give notice of acceleration of not

of this Security Instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender, prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this

is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

DELIVER TO
BOX 166

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5001044822
AM PLAN NO. 0030

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4TH day of FEBRUARY , 19 93 , and is 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 Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

662 S VALLEY

PALATINE

IL

60067

[Property 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6 . 625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH 1 , 19 96 , 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

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2 . 50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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 full 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

The interest rate I am required to pay at the first Change Date will not be greater than 8 . 625 % or less than 6 . 625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12 . 625 %, NOR LESS THAN 6 . 625 %.

(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 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 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.

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 transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee 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.

8836076

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Borrower _____
(Seal)

Borrower _____
(Seal)

Borrower _____
(Seal)

SUZANNE L GENTIN

DAVID M GENTIN

Borrower _____
(Seal)

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

RECEIVED
OCT 15 1999
CLERK'S OFFICE
BAILEY COUNTY CLERK'S OFFICE

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 no less than 30 days from the date the notice is delivered 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.