

UNOFFICIAL COPY

9 4 6 3 6 9 4 6

94636946

C:\USERS\KOHN\DESKTOP\RECORDS\\
 94636946.DAT
 1994-07-21 13:15:00
 13:15:00
 COOK COUNTY RECORDER

DEPT-01 RECORDING	\$31.00
T#9999 TRAN 4740 07/21/94 13:15:00	
#1913 + DW *-94-636946	
COOK COUNTY RECORDER	

(Space Above This Line For Recording Data)

94636946

MORTGAGE

July 14

THIS MORTGAGE ("Security Instrument") is given on July 14, 1994, by Tibor Kohn and Lubia Kohn, HHS' WIFE, The mortgagor is ("Borrower"). This Security Instrument is given to Fidelity Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 5455 West Belmont Ave., Chicago, IL 60657, and whose address is ("Lender"). Borrower owes Lender the principal sum of TWELVE THOUSAND & 00/100 Dollars (U.S. \$ 12,000.00). 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 July 19, 1999. 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:

THE SOUTH 1/2 OF LOT 23 AND ALL OF LOT 24 IN BLOCK 4 IN WALTER G. MC INTOSH'S NORWOOD HEIGHTS, BEING A SUBDIVISION OF LOTS 5 AND 6 IN COUNTY CLERK'S DIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE NORTH 4.24 CHAINS OF SAID WEST 1/2 OF THE NORTHEAST 1/4), OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN# 13-07-108-022-0000

THIS IS A JUNIOR MORTGAGE

which has the address of 5447 North New England, Chicago, IL 60656
 (Street) (City)
 Illinois 60656 ("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 Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 Product 44713 (11-91)

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

1991 SAF Systems & Forms, Inc.
 Chicago, IL • 1-800-323-3000

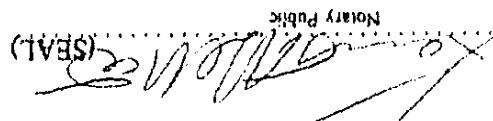


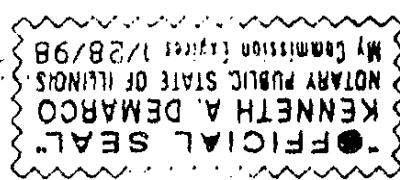
UNOFFICIAL COPY

Form 304 9/90 (page 6 of 6 pages)

M71

This instrument was prepared by Carter, Gobper





My Commission Expires:

Witness my hand and official seal this 14 day of July 1994.

and deed and that , executed said instrument for the purposes and uses herein set forth.
I, Lubotko, John and Lubba Kohn (his wife), before whom I have acknowledged said instrument to be, freely and voluntarily act
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing
I, Lubotko, John and Lubba Kohn (his wife), personally appeared
a Notary Public in and for said county and state, do hereby certify that
I, Lubotko, John and Lubba Kohn (his wife), have executed said instrument for the purposes and uses herein set forth.

STATE OF ILLINOIS } COUNTY OF COOK }
} SS:

94636946

ATTN: LOAN CLOSING
5455 W. BIRMINGHAM AVENUE
CHICAGO, IL 60641
MAIL TO:
1-00-6308-6

[Space Below This Line for Acknowledgment]

—Borrower

Lubba Kohn

(Seal)

—Borrower

Lubotko Kohn

(Seal)

Witnesses:

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

- [Check applicable box(es)]
- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Graduate Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Rate Improvement Rider Second Home Rider
 Other(s) (specify) _____

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

UNOFFICIAL COPY

9 4 4 3 5 9 1 6

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 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 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 occupy, 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 extenuating 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 otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien 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 loan evidenced 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, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title 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 (such 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 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.

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.

94626946

UNOFFICIAL COPY

94636946

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 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.
- This Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:
- $$\frac{(a) the total amount of the sums secured before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument}$$
- 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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:
- If the proceeds shall be applied to the sums secured by this Security Instrument 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 the Property in the following manner:
- If given to Borrower's successors in interest, any sum received by Lender in exercising any right or remedy of Borrower or of Borrower's successors in interest, Any sum received by Lender in exercising any right or remedy not otherwise expressly authorized of the terms of this Security Instrument or the Note without the knowledge of Lender, and (c) any other address Lender designates by notice to Borrower. Any notice to Lender shall be deemed to have been given to Borrower if made to Lender's address specified herein or to any other address Lender has provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
11. Borrower Not Released; Further Release by Lender Not a Waiver. Extension of the time for payment of principal or postpose the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 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 co-signers shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signer of this Security Instrument only to mortgage, grant and convey this instrument to another; (b) is co-signer under the terms of this Security Instrument or the Note without the knowledge of Lender, and (c) any such loan charge shall be reduced by the amount necessary to reduce the loan exceeding the permitted limits, where (a) any such loan charge shall be reduced to the permitted limits, and (b) any such loan charge shall be reduced to the permitted limits, whichever is greater.
13. Joint Liabilities. If the loan secured by this Security Instrument is subject to a law which sets maximum joint liability, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to this Security Instrument or the Note, then the maximum joint liability shall be reduced to the maximum permitted by law.
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 delivered to the property address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given without the knowledge of Borrower, to the extent applicable law permits. In the event that any provision of this Security Instrument or the Note purports to be ineffective in whole or in part, such provision shall be given to Borrower or Lender in accordance with the laws of the state or territory in which the Property is located. This Security Instrument shall be governed by federal law and the law of the state in which it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural mergeant in it, the law of the state in which it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural mergeant in it, the law of the state in which it is sold or transferred.
15. Governing Law; Securability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. To this end the provisions of this Security Instrument and the Note which purport to be ineffective in whole or in part, such provision shall be given to Borrower or Lender in accordance with the laws of the state in which it is sold or transferred and Borrower is not a natural mergeant in it, the law of the state in which it is sold or transferred.
16. Borrower's Copy. Borrower shall be given one confirmed copy of this Security Instrument or any documents with which the Property is located, such copy shall be given to Borrower or Lender in accordance with the laws of the state in which it is sold or transferred.
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 for a beneficial interest in Borrower, to the extent that any provision of this Security Instrument or the Note purports to be ineffective in whole or in part, such provision shall be given to Borrower or Lender in accordance with the laws of the state in which it is sold or transferred and Borrower is not a natural mergeant in it, the law of the state in which it is sold or transferred.

UNOFFICIAL COPY

9 4 5 7 6 9 1 5

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

1. 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 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirement of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of requisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, 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 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 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 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 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 or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

9463694

UNOFFICIAL COPY

21. **Waiver of Foreclosure.** Borrower waives all right of foreclosure excepted in this paragraph.
22. **Recovery of attorney's fees.** Lender shall be entitled to collect all expenses incurred by Lender in pursuing this Securit y instrument without regard to this Securit y instrument, Lender shall collect all sums secured by this Securit y instrument, Lender shall pay any recordation costs.
23. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
24. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
25. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
26. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
27. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
28. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
29. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
30. **Waiver of notice to borrower.** Borrower shall pay any recordation costs.
31. **Acceleration Remedies.** Lender shall give notice to Borrower prior to accelerate the entire amount and agree as follows:

NON TRANSFER COVENANTS. Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.

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

pesticides and herbicides, volatile solvents, materials containing asbestos or lead-based paint, and radioactive materials. As

by Environmental Law and the following substances: gasoline, kerosene, otherflammable or toxic petroleum products, toxic

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

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

regulatory authority, that any removal of oil or other contamination of any Hazardous Substance affecting the Property is necessary,

Environmental Law of which Borrower has actual knowledge; If Borrower has any government or other action by any

any government or regulatory agency or private party involving the Property and any Hazardous Substances or

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

to avoid respenditur e and to minimize expense of the Property.

use, or saleage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate

the Property that is in violation of any Environmental Law. The proceeding two sections shall not apply to the presence

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

20. **Hazardous Substances.** Borrower 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 address of the new Loan Servicer and the address to which payments should be made.

Servicer, Borrower will be given a copy notice of the change in accordance with paragraph 4 above and applicable law.

also may be one or more changes in the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan known as the "Joint Servicer," that collects monthly payments due under the Note and this Security Instrument. There

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

19. **Sale of Note.** Change of Lender.

The Note or a partial interest in the Note (together with this Securit y

right to reinstate shall not apply in the case of acceleration under paragraph 17.

(a) pays Lender all sums which Lender would be due under this Security Instrument and the Note as it no acceleration had

occurred; (b) causes any default of any other covariance of agreements; (c) pays all expenses incurred in enforcing this Securit y instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably

require, including, but not limited to, reseizable attorney's fees; and (e) pays all expenses incurred in accelerating this Securit y instrument or (b) entry of a judgment entitling this Securit y instrument. Those conditions are that Borrower:

as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this agreement of this Securit y instrument discontingent at any time prior to the earlier of: (a) 5 days (or such other period

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Securit y instrument without further notice or demand on Borrower.

by this Securit y instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured

II Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

secured by this Securit y 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 his option, require immediate payment in full of all sums