Return To:

NATIONAL CITY MORTGAGE CO P.O. Box 8800

Dayton, OH 45401-8800

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Prepared By: ANNA WHITE NATIONAL CITY MORTGAGE CO P.O. Box 8800 Dayton, OH 45401-8800

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**MORTGAGE** 

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#### **DEFINITIONS**

2007 COOA Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

October 16, 2000 (A) "Security Instrument" means this document, which is dated together with all Riders to this document.

(B) "Borrower" is

BETTY B CHACHARON TRUST DATED AUGUST 1, 1990

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is NORTHVIEW MORTGAGE, LLC

(C) "Lender" is

corporation Lender is a

organized and existing under the laws of

THE STATE OF ILLINOIS

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ILLINOIS - Single Family - FNM A/FHLMC UNIFORM INSTRUMENT

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(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) 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 and Lender's successors and assigns, with power of sale, the following described property located in the County [Type of Recording Jurisdiction]

Cook

[Name of Recording Jurisdiction]:

Parcel ID Number:

("Property Address"):

which currently has the address of

[Street]

[Zip Code]

which \
[Cir.i., Illinois

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'ace' 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 Proper v 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.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, it any, (c) premiums, if any, or any sums payable by Borrower to Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waive may only be in writing. In the event of such waiver, Borrower Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower

Note shall not extend or postpone the due date, or change the amount, of the Feriodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under

applied first to any prepayments, insurance proceeds, or Miscellaneous P. occeds to principal due under the

sufficient amount to pay any late charge due, the payment nay be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the catent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charge, due. Voluntary prepayments shall be Periodic Payments, such excess may be applied to any late charge, due. Voluntary prepayments shall be

balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a

2. Application of Paymerts or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender 52. To be applied in the following order of priority: (1) interest due under the Note; (2) principal due under the Note; (3) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which is became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal bate charges, second to any other amounts due under this Security Instrument, and then to reduce the principal

Security Instrument.

such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payment(s) are bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payment(s) in the future, but Lender is not obligated to apply such payments at the time such payment(s) or partial payment(s) in the future, but Lender is not obligated to apply such payments at the time such payment are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not p.y interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to oring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply a ch funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which become might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this under the Note and this Security Instrument or performing the covenants and agreements secured by this

Payments are decimed received by Lender when received at the location designated in the Note or at

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying he Fiscrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can 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 as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve nonthly payments.

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

**4.** Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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, but only so long as Borrower is performing such agreement; (b) contests the lien in good (and) by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; 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 can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair or the Property, if the restoration or repair is economically feasible and hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work hold such insurance proceeds until Lender has no provided that such inspection shall be undered no property to ensure the work. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds and shall be supplied to the sums secured by this Security Instrument, whether or not then due, with shall be applied to the sums secured by this Security Instrument, whether or not then due, with

name Lender as mortgagee and/or as an additional loss payee.

All insurance policies required by Lender and tenevals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal nortgagee and/or as an additional loss payee. Lender shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include remarkance clause and shall damage to, or destruction of, the Property, such policy shall include remarkance clause and shall

to Borrower requesting payment.

coverage, at Lender's octor, and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of to crage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender the Mote rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance

determination resulting trom an objection by Borrower.

Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires prevaint to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender asy require disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower's choice, which right shall not be exercised unreasonably. Lender may require disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require services and racking services or (2) a one-time charge for flood zone determination, services and cardification or certification. Borrower shall also be responsible for the payment of any fees affect such determination or certification. Borrower shall also be responsible for the payment of any fees affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency Management Agency in connection with the review of any flood zone imposed by the Feeteral Emergency and a feeter man and any content and a feeter man and a feete

service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (1) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (2) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. 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.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Projecty, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not recommically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, dring the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument. (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable

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If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not reseened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds. If the Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the

in the Mote.

•11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

Applicable Law, Nothing in this Section 10 affects Borrower's obligation to psy interest at the rate provided agreement between Borrower and Lender providing for such termination or until termination is required by reserve, until the Lender's requirement for Mortgage Insurance enterin accordance with any written shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss required to make separately designated payments toward the premiums for Mortgage Insurance, borrower Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes on such loss reserve. Lender can no longer require loss 'eserve payments if Mortgage Insurance coverage (in the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-retundable loss continue to pay to Lender the amount of 'ne separately designated payments that were due when the insurance selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer substantially equivalent to the corgage insurance previously in effect, at a cost substantially equivalent to toward the premiums for Mortrage Insurance, Borrower shall pay the premiums required to obtain coverage previously provided such insurance and Borrower was required to make separately designated payments the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason,

agrees to une merger in writing.

10. Mor'yrge Insurance as a condition of making the Loan,

payment.

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.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

authorized under this Section 9.

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions

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the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss ir value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums second immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous 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 Opposing Party (as defined in the next sentence) offers to make an award to 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Proper'y or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrow'r can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. 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 Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify al 10 dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this

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provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall such silence shall not be construed as a prohibition against agreement by contract. In the event that any Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed the corresponding requirement under this Security Instrument.

this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by has designated another address by notice to Borrower. Any notice in connection with his Security Instrument be given by delivering it or by mailing it by first class mail to Lender's address, stated herein unless Lender only one designated notice address under this Security Instrument at any one unter Any notice to Lender shall address, then Borrower shall only report a change of address through that specified procedure. There may be Lender of Borrower's change of address. If Lender specifies a procedurate reporting Borrower's change of Borrower has designated a substitute notice address by notice, o I inder. Borrower shall promptly notify Applicable Law expressly requires otherwise. The notice addiess shall be the Property Address unless address if sent by other means. Notice to any one Borrower stall constitute notice to all Borrowers unless been given to Borrower when mailed by first class man or when actually delivered to Borrower's notice be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have 15. Notices. All notices given by Borrower or Let der in connection with this Security Instrument must

will constitute a waiver of any right of action Bor over might have arising out of such overcharge. provided for under the Note). Borrower's accepta ice of any such refund made by direct payment to Borrower treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be will be refunded to Borrower. Leadst may choose to make this refund by reducing the principal owed under to the permitted limit; and (b) any s are adeady collected from Borrower which exceeded permitted limits permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge that the interest or other lost charges collected or to be collected in connection with the Loan exceed the

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that are expressly prohibited by this Security Instrument or by Applicable Law.

to Borrower stall rat be construed as a prohibition on the charging of such fee. Lender may not charge fees regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee Security insurment, including, but not limited to, attorneys' fees, property inspection and valuation fees. In Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this

Loan Charges. Lender may charge Borrower fees for services performed in connection with

20) and benefit the successors and assigns of Lender.

writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's

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any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the

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affect other provisions of this Security Instrument or t

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (1) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (2) words in the singular shall mean and include the plural and vice versa, and (3) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender way require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 'es; than 30 days from the date the notice is given in accordance with Section 15 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.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have en or ement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Incorporate, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and collections secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to remaine shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

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Form 3014 3/99

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Environmental Cleanup.

Dollower shain promptly give tender which notice of (1) any investigation, cannification and any other action by any governmental or regulatory agency or private party invalving the Property and any Hazardous Substance or Environmental Law of which Borrower has returned to threat of Environmental Condition, including but not limited to, any spilling, leaking, disclarge, release or threat of the Environmental Condition, including but not limited to, any spilling, leaking, disclarge, release or threat of Hazardous Substance, and (3) any condition caused by the presence. Lee or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower leans, or is notified by Hazardous Substance which adversely affects the value of the Property. If Borrower leans, or is notified by Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an

the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or

Substances, or threaten to release any Hazardour St batances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (1) that is in violation of any Environmental Law, (2) which creates an Environmental Condition or (3) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of

means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous

substances defined at 'toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: \$800 line, kerosene, other flammable or toxic pertoleum products, toxic pesticides and herbicides, volatile solvene, nears teorial containing asbestos or formaldehyde, and radioactive materials; (2) "Environmental Law" means teorial laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental at outceion; (3) "Environmental Cleanup" includes any response action, temedial action, or removal action, as de tree in Environmental Law and (4) an "Environmental Condition" remedial action, or removal action, as de tree in Environmental Law and (4) an "Environmental Condition"

satisfy the notice and opportunity to take corrective action provisions of this Section 20.

individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable to purpose; of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant action 22 and the notice of acceleration given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 32 and the notice of acceleration given to Borrower pursuant to Section 32 and the notice of acceleration given to Borrower pursuant to Section 32 and the notice of acceleration given to Borrower pursuant to Section 32 and the notice of acceleration given to Borrower pursuant to Section 33 shall be deemed to

unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an

notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser

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

- 22. 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 Section 18 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to college all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, wasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon regiment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted unde Applicable Law.

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



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:	 	Port & Minalizara Treistee
		Setty B. Machany (Seal)
		"BETTY B CHACHARON, IRUSTEE OF Borrower THE BETTY B CHACHARON TRUST UNDER
		TRUST INSTRUMENT DATED AUGUST 1, 1990 FOR THE BENEFIT OF BETTY B CHACHARON.
0	<del>                                     </del>	(Seal)
C/Y		-Воттоwer
	Opr .	
	C	(T. N.
	(Seal)	(Seal) -Borrower
	30,000	
		O()
	-Borrower	-Bortower
	-BOHOWEI	
	(Seal)	(Seal)
	-Borrower	-Borrower

"BY SIGNING BELOW, THE UNDERSIGNED, SETTLOR(S)/GRANIOR(S) OF THE LETTY B CHACHARON TRUST UNDER TRUST INSTRUMENT DATED AUGUST 1, 1990 FOR THE BENEFIT OF FITTY B CHACHARON, ACKNOWLEDGES ALL OF THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND ANY RIDER(S) THERETO AND AGREES TO BE BOUND THEREBY."

STATE OF ILLINOIS,

I, I UMOS 1970 County ss:
, a Notary Public in and for said county and state do hereby certify that

Betty B. Chacharon, and Them?

A Chacharon as Trustee

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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given we der my hand and official seal, this

My Commission Expires:

Notary Public

OFFICIAL SEAL
SHIRLEY MCCARTILY

NOTARY PUBLIC, STATE OF ILLING AND NOTARY PUBLIC, STATE OF ILLING AND NOTARY NO

Initials:

County Clark's Office

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#### **CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 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 Borrow er's Note to

NORTHVIEW MORTGAGE, LLC

(the

"Lender") of the same date and covering the property described in the Security Instrument and located at:

#### 2650 N LAKEVIEW APT 802, CHICAGO, Illinois 60614

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

2650 LAKEVIEW

Na ne of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds tid: to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code or regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- **B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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- (i) Lender waives the provision in Section 3 for the monthly payment to Lender of the yearly premium installments for property insurance on the Property; and
- (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrove: shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, vath the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D.** Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any concernation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property c. consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when are, it is Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Both B. Oharhason	tustel (Seal)	BBA	(Seal)
July VO DE-WASHING		XXXXXXXX X XCHARBARON X	-Borrower
BETTY B CHACHARON, INDIVIDUALIAS TRUSTEE OF THE BETTY B CHAC	HARO'N IRUS'I	3,25,7 R 9,2,2 x	
UNDER TRUST INSTRUMENT DATED	AUGUSI 1, 1990.E	<del>ror</del>	
THE BENEFIT OF BETTY B CHACHAE	RON. "		
			40. 15
	(Seal)	O <sub>7</sub> — — — — —	(Seal) -Borrower
	-Borrower	4	-Bottowet
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	(Seal)	0.	(Seal)
	-Вопожег		-Borrower
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		*//	
	(Seal)		(Seal)
	-Borrower		-Borrower
ļ			
			[Sign Original Only]

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#### ATTACHMENT 2

## REVOCABLE TRUST RIDER

; DEFIN	ITIONS USED IN THIS RIDER
	"Revicable Trust." The BETTY B CHACHARON  Trust created under trust instrument Dated AKGUST 1  19 90 for the benefit of BETTY B THICHARON
(B)	"Revocable Trust Trustees." BETTY B CHACHARON
·	Trustee(s) of the Revocable Trust.
(C)	"Revocable Trust Setclor(s)/Grantor(s)"BETTY B CHACHARON
	Settlor(s)/Grantor(s) of the Revocable Trust signing below.
(D)	"Lender." NORTHVIEW MORIGAGE
(E)	Note to the Lender of the same date and covering the Property
(F)	"Property." The property described in the Security Instrument and located at 2650 N LAKEVIEW API 802, CHECKED IL 60614
	(Property Address)  IS REVOCABLE TRUST RIDER is made thisIST. day of _ACGUST, 1990
su	pplement the Security Instrument.
: In . In	addition to the covenants and agreements made in the Security strument, the Revocable Trust Trustee(s), and the Revocable Trust strument, the Revocable Trust Trustee(s)/Grantor(s) and the Lender further covenant and agree as allows:
T)	ne term "Borrower" when used in the Security Instrument shall efer to the Revocable Trust Trustee(s), the Revocable Trust efer to the Revocable Trust Trustee(s), and the Revocable Trust, jointly and ettlor(s)/Grantor(s) and the Revocable Trust, jointly and everally. Each party signing this Rider below (whether by everally and agreeing to the terms and covenants contained herein coepting and agreeing to the terms and covenants

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#### ATTACHMENT 2

or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of the "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by the Lender as if such party were named as "Borrower" in the Security Instrument.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Revocable Trust Rider.

BETTY B CHACHARON		:
Trustee of the BETT Trust under Trust In the benefit of BETT	SCLUMENC LACON - MANAGET -	, 19 <u>_90</u> , for
	0(/)	
the benefit of BEII	y B CHACHARON	, 19 <u></u> , for
this Revocable Trus	the undersigned Revocable diges all of the terms and cover Rider and agrees to be bound	rrust Settlor(s)/ rants contained in nd thereby.
Revocable Trust Set	Rann Trustle (Seal)	Co
BETTY B CHACHARON	haven Tructel (Seal)	
Revocable Trust Se	ottor/Grancor	