

UNOFFICIAL COPY

0020738453

1877/1240 01 001 Page 1 of 3
2002-07-03 13:02:43
Cook County Recorder 47.50

MAIL TO



0020738453

Please Return To:
Union Planters Bank, N.A.
Image Department
700 Interstate Park Dr., Suite 714
Montgomery, AL 36109

This form was prepared by: **Union Planters Bank, N.A.**
630 Tollgate Rd., Suite C
Elgin, IL 60123
847-742-9200

ASSIGNMENT OF MORTGAGE

3/5/0

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **4415 W Harrison Hillside, IL 60162**

does hereby grant, sell, assign, transfer and convey, unto

Union Planters Bank, N.A.

a corporation organized and existing under the laws of **the United States of America** (herein "Assignee"), whose address is

7130 Goodlett Farms Parkway, Cordova, Tennessee 38016

a certain Mortgage dated **June 25, 2002**

, made and executed by

BRIAN K STEARNEY and KAORI E STEARNEY, husband and wife

0020738453

to and in favor of **Common Wealth Mortgage Corp**

upon the following described property situated in **Cook** County, State of Illinois:

SEE ATTACHED LEGAL DESCRIPTION

1st AMERICAN TITLE order # 28607 303

such Mortgage having been given to secure payment of **Three Hundred Fifty Thousand and no/100**

(\$ **350,000.00**)

(Include the Original Principal Amount)

which Mortgage is of record in Book, Volume, or Liber No. _____ at page _____ (or as No. **20738452**) of the _____ Records of **Cook**

County, State of Illinois, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

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TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on **June 25, 2002**

Common Wealth Mortgage Corp

Witness

Witness

By: *Pamela D. Nymman* (Assignor)
(Signature)

Attest

Seal:

ATTORNEY IN FACT

[Corporate/Partnership Acknowledgement]

State of Illinois

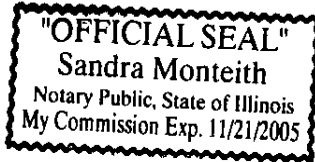
County of Kane

This instrument was acknowledged before me on June 25 2002

by *Pamela D. Nymman*

as *P.O.A.*

of **Common Wealth Mortgage Corp**



Sandra Monteith

[Individual Acknowledgment]

State of Illinois

County of _____

This instrument was acknowledged before me on _____ by

Common Wealth Mortgage Corp

Parcel 1:

Parcel 1606:

That part of the following described parcel of Land taken as a tract: the North 16 feet of the South 50 feet of Lot 5 (except that Part of Lot 5 taken for the opening and extension of Ogden Ave.) in Block 1 of Sheffield's addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian: Part of Lot 2 and all of Lots 3 to 8, inclusive (except that part of Lot 8 taken for the opening and extension of Ogden Ave.) in the Partition of the South 278 feet (except the South 50 feet) of Lot 5 in Block 1 and Lot 1 (except the South 50 feet) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1, all in Sheffield's addition to Chicago, aforesaid; the North 16 feet of the South 50 feet of Lot 1 and Lots 2, 3, and 4 (except the South 34 feet of said Lots 2, 3, and 4) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1 of Sheffield's addition to Chicago, aforesaid; part of the 9 foot alley vacated by ordinance passed December 8, 1977 and recorded February 10, 1978 as Document 24321606, being the alley as laid out in Waite's Subdivision, aforesaid, all of the vacated 16 foot. Alley lying East of and adjoining the North part of Lot 2 in Waite's Subdivision aforesaid, said Alley vacated by ordinance passed March 10, 1971 and recorded May 3, 1971 as Document No. 21466113, said tract of Land being more particularly described as follows: commencing at the point of intersection of the Westerly extension of the South line of W. Eugenie Street. with the West line of N. Larrabee St.; thence South along the West line of North Larrabee Street, a distance of 443.14 feet to the point of beginning of the Land hereon described, thence South, along the West line of North Larrabee Avenue, 47.31 feet; thence West, at 90 degrees to the last described course, 42.45 feet; thence North, at 90 degrees to the last described course, 46.44 feet; thence East, at 90 degrees to the last described course, 0.67 feet; thence North, at 90 degrees to the last described course, 0.87 feet; thence East, at 90 degrees to the last described course, 41.78 feet, to the point of beginning; also, that part of the following described parcel of land taken as a tract: the North 16 feet of the South 50 feet of Lot 5 (except that part of Lot 5 taken for the opening and extension of Ogden Ave.) in Block 1 of Sheffield's addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian; part of Lot 2 and all of Lots 3 to 8, inclusive (except that part of Lot 8 taken for the opening and extension of Ogden Ave.) in the partition of the South 278 feet (except the South 50 feet) of Lot 5 in Block 1 and Lot 1 (except the South 50 feet) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1, all in Sheffield's addition to Chicago, aforesaid; the North 16 feet of the South 50 feet of Lot 1 and Lots 2, 3 and 4 (excepting the South 34 feet of said Lots 2, 3, and 4) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1 of Sheffield's addition to Chicago, aforesaid; part of the 9 foot alley vacated by ordinance passed December 8, 1977 and recorded February 10, 1978 as Document 24321606, being the alley as laid out in Waite's Subdivision, aforesaid; all of the vacated 16 feet. alley lying East of and adjoining the North part of Lot 2 in Waite's Subdivision aforesaid, said alley vacated by ordinance passed March 10, 1971 and recorded May 3, 1971 as Document No. 21466113 said tract of Land being more particularly described as follows: commencing at the point of intersection of the Westerly extension of the South line of W. Eugenie Street. with the West line of North Larrabee Street.; thence South along the West line of North Larrabee Street, a distance of 490.45 feet; thence West, at 90 degrees to the last described course, 58.47 feet, thence South at 90 degrees to the last described course, 2.26 feet; thence West at 90 degrees to the last described course 29.43 feet, to the point of beginning of the Parcel hereon described thence North, parallel with the West line of said tract, 32.32 feet; thence West at 90 degrees to the last described course, 11.90 feet, to the West line of said tract; thence South, along the West line of said tract, 25.31 feet; thence Southwest 10.23 feet to a point on the North line of said tract, said point being 91.04 feet East of the Northwest Corner of said tract: thence East, along the Easterly projection of the North line of said tract 18.90 feet, to the point of beginning, in Cook County, Illinois.

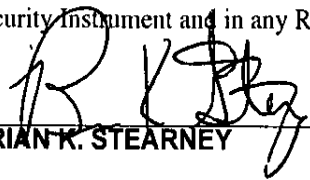
Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded April 17, 1985 as Document 27515405 and filed April 17, 1985 as Document LR-3430579.

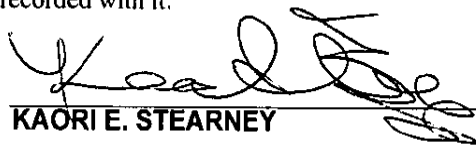
DIN # 14-33-316-104
14-33-316-105

UNOFFICIAL COPY 20738452

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 11 of this Security Instrument and in any Rider executed by Borrower and recorded with it.



BRIAN K. STEARNEY (Seal)
-Borrower



KAORI E. STEARNEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

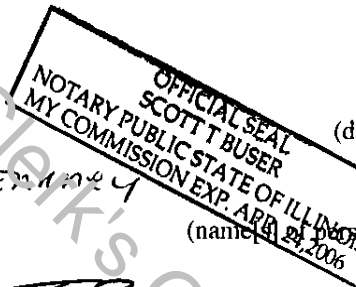
(Seal)
-Borrower

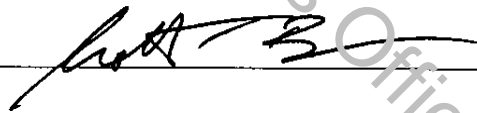
Witness:

Witness:

State of Illinois
County of COOK

This instrument was acknowledged before me on June 25, 2002 (date) by
Brian K. STEARNEY AND KAORIE E. STEARNEY (name of person(s)).





Notary Public

Parcel 1:

Parcel 1606:

That part of the following described parcel of Land taken as a tract: the North 16 feet of the South 50 feet of Lot 5 (except that Part of Lot 5 taken for the opening and extension of Ogden Ave.) in Block 1 of Sheffield's addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian: Part of Lot 2 and all of Lots 3 to 8, inclusive (except that part of Lot 8 taken for the opening and extension of Ogden Ave.) in the Partition of the South 278 feet (except the South 50 feet) of Lot 5 in Block 1 and Lot 1 (except the South 50 feet) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1, all in Sheffield's addition to Chicago, aforesaid; the North 16 feet of the South 50 feet of Lot 1 and Lots 2, 3, and 4 (except the South 34 feet of said Lots 2, 3, and 4) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1 of Sheffield's addition to Chicago, aforesaid; part of the 9 foot alley vacated by ordinance passed December 8, 1977 and recorded February 10, 1978 as Document 24321606, being the alley as laid out in Waite's Subdivision, aforesaid, all of the vacated 16 foot Alley lying East of and adjoining the North part of Lot 2 in Waite's Subdivision aforesaid, said Alley vacated by ordinance passed March 10, 1971 and recorded May 3, 1971 as Document No. 21466113 said tract of Land being more particularly described as follows: commencing at the point of intersection of the Westerly extension of the South line of W. Eugenie Street. with the West line of N. Larrabee St.; thence South along the West line of North Larrabee Street, a distance of 443.14 feet to the point of beginning of the Land hereon described; thence South, along the West line of North Larrabee Avenue, 47.31 feet; thence West, at 90 degrees to the last described course, 42.45 feet; thence North, at 90 degrees to the last described course, 46.44 feet; thence East, at 90 degrees to the last described course, 0.67 feet; thence North, at 90 degrees to the last described course, 0.67 feet; thence East, at 90 degrees to the last described course, 41.78 feet, to the point of beginning; also, that part of the following described parcel of land taken as a tract: the North 16 feet of the South 50 feet of Lot 5 (except that part of Lot 5 taken for the opening and extension of Ogden Ave.) in Block 1 of Sheffield's addition to Chicago in the West 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian. part of Lot 2 and all of Lots 3 to 8, inclusive (except that part of Lot 8 taken for the opening and extension of Ogden Ave.) in the partition of the South 278 feet (except the South 50 feet) of Lot 5 in Block 1 and Lot 1 (except the South 50 feet) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1, all in Sheffield's addition to Chicago, aforesaid; the North 16 feet of the South 50 feet of Lot 1 and Lots 2, 3 and 4 (excepting the South 34 feet of said Lots 2, 3, and 4) in Waite's Subdivision of Lot 6 and the East 23 feet of Lot 7 in Block 1 of Sheffield's addition of Chicago, aforesaid; part of the 9 foot alley vacated by ordinance passed December 8, 1977 and recorded February 10, 1978 as Document 24321606, being the alley as laid out in Waite's Subdivision, aforesaid; all of the vacated 16 foot alley lying East of and adjoining the North part of Lot 2 in Waite's Subdivision aforesaid, said alley vacated by ordinance passed March 10, 1971 and recorded May 3, 1971 as Document No. 21466113 said tract of Land being more particularly described as follows: commencing at the point of intersection of the Westerly extension of the South line of W. Eugenie Street. with the West line of North Larrabee Street.; thence South along the West line of North Larrabee Street, a distance of 490.45 feet; thence West, at 90 degrees to the last described course, 58.47 feet; thence South at 90 degrees to the last described course, 2.26 feet; thence West at 90 degrees to the last described course 29.43 feet, to the point of beginning of the Parcel hereon described thence North, parallel with the West line of said tract, 32.32 feet; thence West at 90 degrees to the last described course, 11.90 feet, to the West line of said tract; thence South, along the West line of said tract, 25.31 feet; thence Southwest 10.23 feet to a point on the North line of said tract, said point being 91.04 feet East of the Northwest Corner of said tract: thence East, along the Easterly projection of the North line of said tract 18.90 feet, to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easements recorded April 17, 1985 as Document 27515405 and filed April 17, 1985 as Document LR-3430579.

P.I.N. # 14-33-316-105 AND 14-33-316-104

UNOFFICIAL COPY**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **25th** day of **June 2002**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Common Wealth Mortgage Corp**

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

**1606 North Larrabee Street
Chicago, IL 60614**

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **the Declaration of Covenants, Conditions, and Restrictions**

(the "Declaration"). The Property is a part of a planned unit development known as **SEVILLE ROW**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. 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 insuring the Property 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, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic 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.

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

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

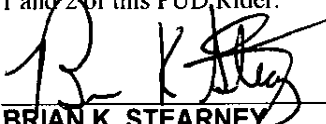
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, 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 or consent to: (i) the abandonment or termination of the PUD, 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 PUD dues and assessments when due, then 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this PUD Rider.



BRIAN K. STEARNEY (Seal)
-Borrower



KAORI E. STEARNEY (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

FIXED/ADJUSTABLE RATE RIDER (One-Year Treasury Index—Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **25th** day of **June 2002**, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to **Common Wealth Mortgage Corp**

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

**1606 North Larrabee Street
Chicago, IL 60614**

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **6.2500 %**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **July 2007**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two and Three Quarters** percentage points (**2.7500 %**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **11.2500 %** or less than **2.7500 %**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest will never be greater than **11.2500 %**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 13 of the Security Instrument shall read as follows:

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 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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

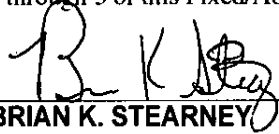
sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider.


BRIAN K. STEARNEY

(Seal)
-Borrower


KAORI E. STEARNEY

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower