RILLY SELECT

03023681

1000 COUNTY RECORDER

THIS MORTGAGE is made this day of 9711 here and a 19  $\phi_{\rm col}$  , between the Mortgagor $_{
m Vil}(\phi_{\rm col})$ SELE IN OUNCE AND JOHN E STREET, THE END ENDINGER (herein "Borrower"), and the Mortgagee,

SERVICES, INC. TOP CONSUMER CLMANCIAL existing under the laws of THE STATE DE MIDBLE COLOR WHOSE address is COL MARCHETTE DVEL MENNEACOLUS MA - 35400 , a corporation organized and

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 18,000,000 and extensions and renewals which indebtedness is evidenced by Borrower's note dated DECLIFICE OV 1 1993 and extensions and renewals thereof (herein Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, then and payable on BOOD CELL SUBMINIBLES

TO SECURE to Lander the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the core is not agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of 134445 Illinois:

LOT 124 IN SOUTH RIDGELAND, A SUBDIVISION IN THE SOUTHWEST 1/4 OF LOT 6 IN THE SUBDIVISION OF SECTION 13 (EXCEPT THE WEST 1/2 FO THE SOUTHWEST 1/4 THEREOF), Of County Clarks IN TOWNSHIP 39 NORTH, RANGE 3, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOS.

֏&~18~48&~**4022** ~0000

RIDER ATTACHED HEREIO IS MADE A PART DEREUE.

which has the address of 1.182/8/9000 fleet.

OAK PARK

Illinois

80360

[Street]

IZip Code1

(herein "Property Address");

City

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Morigage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. 0.9.8~0.5.0~0.69.11 13 a

ILLINOIS - HOME IMPROVEMENT - 1/80 - FINAR/FHLMC UNIFORM INSTRUMENT

account only for those rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

charge to Borrower. Borrower shall pay all costs of recordation, if any. 30. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

MORTGAGES OR DEEDS OF TRUST AND PORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

default under the superior encumbrance and of any sale or other forcelosure action. priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

IN ЖПИЕЗЗ WHEREOF, Borrower has executed this Mortgage.

County 55:

LEICH ANN REID

STATE OF ILLINOIS,

MICHELLE M DOMAT AND JOHN E DOMAT
, a Motary Public in and for said county and state, do hereby certify that

appeared before me this day in person, and acknowledged that T he Y signed and delivered the said instrument as inamurismi gniogorol off to bediredue (2) himsen asodw (2) more persons (4) whose name (5) **V**BE

free voluntary act, for the uses and purposes the rein set forth.

£6 61'

DECEMBER

lo yab

Given under my hand and official seal, this

My Commission expires:

Notary Public

My Commission Express 8/26/96 FRICH VAN BEID "OFFICIAL SEAL"

**UNOFFICIAL COPY** 

10. Borrower Net Revenuel; Percurrance By Lenter Not a water. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforcied by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be dien ed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Low Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event took any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' free!" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Engreever shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agree next which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have a minst parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or engumbrance subording to this Mortgage, (b) a transfer by device, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be subjected information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and

this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihoou of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such conton to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such motion shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's hreach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any stress secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hyreof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of florrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject or other security agrees ment with a lieu which has principle over this Mortgage.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

become additional indebtedness of Bortower secured by this Mortgage, Unless Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

Borrower's and Lender's written agreement or applicable law.

maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys! fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this tions of the condeminium or planned unit development, and constituent documents. declaration or covanants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development, Botrower shall perform all of Botrower's obligations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mr. 1gage is on a unit

rower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Bor-

or to the sums secured by this Mortgage.

authorized to collect and apply the insurance proceeds at Lender's option cither to restoration ar repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim in itsurance benefits. Lender is

If the Property is abandoned by Borrower, or if Borrower fails to respond to Leader within 30 days from the date

proof of loss if not made promptly by Borrower.

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

or other security agreement with a lien which has priority over this Mortgage. Lander shall have the right to hold the policies and renewals thereof, subject to the right of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in livor of and in a form acceptable to Lender.

that such approval shall not be unreasonably withheld. All insurance polities and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided.

may require and in such amounts and for such periods as Lender n/a; require.

insured against loss by fire, hazards included within the term "retended coverage", and such other hazards as Lander

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Mortgage, and leaschold payments or ground rents. if any

assessments and other charges, lines and impositions arribalable to the Property which may attain a priority over this under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments often the Borrower shall pay or cause to be puid all taxes.

4. Prior Mortgages and Deeds of Trust Chriscat Liens. Borrower shall perform all of Borrower's obligations Borrower under paragraph 2 hereof, then to inlege; payable on the Mote, and then to the principal of the Mote.

the Note and paragraphs I and 2 hereof shell by Lender first in payment of amounts payable to Lender by 3. Application of Payments. Univer applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lander shall apply, no later than inmodifiedy prior to the sale of the Property or its acquisition by Lender, any Funds

held by Lender. If under paragraph 7 hereof the Property is sold or the Property is otherwise acquired by Lander.

Upon payment in full of all suchs secured by this Mortgage, Lender shall promptly refund to Borrower any Funds Lender may require.

they fall due, Borrower shall hay to Lender any amount necessary to make up the defletency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either prompily reprid is Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessmente, i. surgance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of itars, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

unless such agreement is made or applicable have requires such interest on the Funds shall be paid to bortower, and unless such agreement is made or applicable have requires such interest to be paid. Lender shall give to Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the amount of the Funds held by Lender, together with the future acceptable prior to the amount of the sum of the may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be hald in an institution the deposits or accounts of which are

deed of trust if such holder is an institutional lender. such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior morigage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, it any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lander on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Note and late charges as provided in the Note. I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

UNOFFICIAL COPY

TOF Consumer Financial Services. Inc.

1119 W. Lake St. Oak Park, IL 60301

TOP COMMINER FEDERALIZATION SERVICES ENDING IN ENDING INCIDENTAL ACTION OF THE Security Instrument and located at: (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

JAKAN S SCOUTTLE, HAS TARK 31 - 60309

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

## ADDITIONAL COVEMANTS.

In addition to the coverants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## CHANGES IN PAYMENT SCHEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial ranged interest rate of 10,40 %, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable and all rate of the highest U.S. Prime Rate published daily in the Wall Street Journal under "Money Rates" the "index rate"). If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some concentrate rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. To figure the Annual Terrentage Rate, Lender adds the previous business day. Lender will change the Annual Terrentage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is published. The interest rate will never be more than the index change is published. The interest rate will never be more than the lender charges after that date.

[ ] Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to epry the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrowe, a notice of any changes in the monthly payment at least 25 days (but no more than 120 days) before the date when the change becomes eller any, Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by

in the first (1800) 2000 and Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

[ ] Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by

Borrower's final payment will be adjusted so that the unpaid principal and interest (un) ander the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice at least once each year during which an interest rate uch similar is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and prior interest rates, a statement of the loan balance and other information required by law and useful to Borrower.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sum; always collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be created as a partial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

Scale (Seal)

motor

...... (Scal)

- (Scal)
- Borrower
LHD 0087 (\$/92)

# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

03023651 (1) 55.000 1.800

TC23321

UNOFFICIAL CORY

TCF Consumer Financial Services, had 1119 W. Lake St Land Oak Park, IL 60301

## **DUE-ON-TRANSFER RIDER**

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this Griff day of DECEMBER incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure D	9 <sub>657</sub> , and is
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to	
THE COMPANIES FINAMOTAL SERVICES, INC.	(the "Lender")
of the same date (the "Note") and covering the property described in the Security Instrument and located at:	, <u></u>

Tist : Scottler, DAK PARK, H. 80%00

(Property Address)

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

## A. TRANSFER OF THE PROPERTLY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security instrument is amended to read as follows:

if. Transfer of the Property or a Beneficial interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corponition, partnership, trust or other legal entity) wit' out Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which do is not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliant es, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument is a security due and payable.

If Lender exercises such option to accelerate, Lender shall mail Be no ver notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if. (1) Borrower causes to be subminer and Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reason; of, determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest ate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement in that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a Loo Attion to Lander's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing,

hill det

IN WITNESS WHEREOF Borrower has executed this Due-On-Transfer Rider.

\_\_\_(Scal)

\_\_\_(Scal) Borrower

DUE-ON-TRANSFER RIDER - Second Morigage --- 4/82 - FHMA UNIFORM INSTRUMENT

# **UNOFFICIAL COPY**

Or Coot County Clark's Office

DAPAKAN LU NAGO TONG ASSAM A SAME A SAME ASSAM