# UNOFFICIAL COPY,

COOK COUNTY, ILLINOIS FILED FOR RECORD

1986 SEP 10 PN 12: 19

### 86404911

### **MORTGAGE**

L#-6017'9-8 THIS MORT GAGE ("Security Instrument") is given on SEptember 2, 1986 19.86. The morte gar is Steven M. Struhl and Kathryn M. Camp, husband and wife
THIS MONGGAGE ("Security Instrument") is given on
19 86. The morte gor is Steven M. Struhl and Kathryn M. Camp, husband and wife
DOLLOWEL J. I HIS SECURITY INSTITUTE TO ASSESSMENT OF THE SECURITY OF THE
LIBERTY FEDERAL 5 AVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing
under the laws ofThe Ir. red .States. of America and whose address is
5700 N. Lincoln Avenue Chicago, Illinois 60659
5700 N. Lincoln Avenue Chicago, Illinois 60659 ("Lender"). Borrower owes Lender the principal sum of Seventy-Seven Thousand Five Hundred and no/100
Dollars (1).S. \$
dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
paid earlier, due and payable on October 1, 2016 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performanc of I orrower's covenants and agreements under this Security Instrument and
Security Instrument, and Come performance of the performance of any and convey to Lender the following described property
the Note. For this purpose, Borrower does he eby mortgage, grant and convey to Lender the following described property
located in

Lot Six (6) in the Highlands being a Subdivision of part of the North East quarter (4) of the North East quarter (4) of Section Thirty-two (32), Township Forty-two (42) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX INDEX NUMBER:

2/0/4%

Illinois Road Wilmette [Street] .60091 ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

## **UNOFFICIAL COPY**

Again Anthropy The Commission of the Commission	Fredric G. Novy Lincoln Ave., Chicago, IL 60659	
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	(his, her, their) (her, their) ser therein ser	the, she, they)
ce nry and state, do hereby certify that personally appeared he to terts of the foregoing instrument, ce and to that	e the person(s) who, being informed of i	COUNTY OF COOK STEUNT and Kathryn M. Steune and is (are) known or proved to me to bast is are same, and acknowledged said instructions.
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(Seal) Trans) M. Janes J. Jane	Kathryndau Kathryndau Kathryndau	
EUDZI —BOLLOMEI	KS . W. UBABAS	
coveriants contained in this Security	cepts and agrees to the terms and orrower and recorded with it.	By Siching Below, בה וסיאפר 'Boliopia', אל Boliopia in any rider(s) exec. ויבי אי Boliopia in any rider(s) באכר ויבי אי Boliopia
		Other(s) [specify]
der	Condominium, Rider  Planned Unit Development Ri	[1] 17 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
one briefication and shall amend and	agreements of each such rider shall be	aupplement in coverants and agreements
nent, Lender shall release this Security on in the Property. 39 Borrower and recorded together with	ims secured by this Security Instrum rower shall pay any recordation costs: waives all right of homestead exemption it. If one or more riders are executed t	Instrument without charge to Borrower, Bor Instrument without charge to Borrower, Borrower, S.S. Waiver of Homestead, Borrower, visual security Instrument
ler (in person, by agent or by judicially s the Property and to collect the rents of crishall be applied first to payment of the limited to, receiver's fees, premiums or	emption following judicial sale; Lend upon, take possession of and manage ents collected by Lender or the receive dilection of rents, including, but not	ben no toning expiration of any period to rorrer to the control of
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or to acceleration following Borrower's acceleration under paragraphs 13 and 1 tult; (b), the action required to cure, the wer, by which the default must be cured e may result in acceleration of the sum of the Property. The notice shall furthe	of roting ton full specify: (a) the identity for the identity in the identity in the identity in the identity in the identity is a pecific of the identity in the identity in the identity is a pecific of the identity in the identity in the identity is a considerable in the identity in the identity in the identity is a considerable in the identity in the identity is a considerable in the identity in the identity in the identity is a considerable in the identity in the identit	Dreach of any coreleration; Remedies, Lender breach of any covenant or agreement in this universe applicable law provides otherwise). default; (c) a date, not less than 30 days fron and (d) that failure to cure the default on or secured by this Security Instrument, forested

UNIFORM COVENANTS Berrows and Linder covering and norge as follows half

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Furds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon paymer, in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower, any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit of air at the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any I en which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation set at do by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or talle one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve. "in now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Forcower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall ce applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds of repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy; probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon rematatement by occurred, (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument; or (b) 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 had no acceleration applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a), days (or such other period as remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

this Security Instrument. If Borrower, fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by rederal law as of the date of this Security Instrument.

If, Lender, exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period for the condernation of the c

secured by this Security Instrument, However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

Note are declared to be severable.

16. Borrower's Copy. Borrower, shall be given one conformed copy of the Note and of this Sec. rity Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in the sold or transferred and Borrower is not a natural interest in the sold or transferred and Borrower is not a natural and sold or transferred for it a beneficial interest in sold or transferred and Borrower is not a natural and sold or transferred and sold or tra

which can'be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Livering and the Note

Jurisdiction in which the Property is located. In the event that any provision or clause of this Search Instrument or the

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates in notice to Borrower. Any notice It. Motices. Any notice to Borrower provided for in this Security Inst. 1 ness table given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any action to Lender shall be given by Property Address or any other address Borrower designates by notice to Lender. Any action to Lender shall be given by Property Address or any other address and property address or any other address or any other address and property address and property address or any other address and property address and

paragraph 17 permitted by paragraph 19. If Lender exercises this option, Lender shall ts te the steps specified in the second paragraph of

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies rendering any provision of the Mote or this Security Instrument unenfor sea le according to its terms. Lender, at its option, lo roslie, entrant all supplicable laws, has the effect to 13. Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. It a reft not reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may ob soce to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit, and (b) as y sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, it ien (a) any such loan charge shall be reduced by the amount

12. Loan Charges. If the loan secured by the founding instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted in the that Borrower's consent.

the sums secured by this Security Instrument: v. d (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Note without that Borrower's interestin the Property and a time security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenant, an a sgreements shall be joint and several. Any Borrower who co-signs this Security Several Liability; Cuccessors and Assir as Jound; Joint and Several Liability; Co-algners. The covenants and agreements of Lender and Borrower, subject to the provisions of Lender and Borrower, subject to the provisions.

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrower or Lo Tower's successors in interest. Any forbentance by Lender, in exercising any right or remedy payment or otherwise modify anorization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be riquired to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower at any of operate to release the liability of the original Borrower or Borrower's successors in interest.

in ossessor is at ion of the same secured by this Security Institution of Ender to aux secures or in postpone the outed ite of the monthly payments referred to in paragraphs it and 2 or change the amount of such payments or 10, Borror of the time for payment or

Unless Inder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due. given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

Miche Broperty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is paid to Borrower.

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

assigned and shall be paid to Lender.

ahall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection with 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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#### ADJUSTABLE RATE RIDER

(Interest Rate Limits)
THIS ADJUSTABLE RATE RIDER is made this 2nd day of September
19_86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:
706 Illinois Road, Wilmette, Illinois 60091 For Figure 1990 Fo
[Property Address]
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ng pangangang at tigang at tigang pangang pangang pangang pangang pangang pangang pangang pangang pangang pang Tanggang pangang panga
The Note contains provisions allowing for changes in the interest rate every year subject to the limits stated in the Note. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.
ADDITIONAL COZENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower
and Lender further coverant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 8.50 %. Section 4 of the Note provides for changes in the in-
terest rate and the monthly payments, as follows:
"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The interest rate I will pay may change on the first day of November , 19 87, and
on that day every 12th month thereafter Each date on which my interest rate could change is called a "Change Date."
(B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average
yield on United States Treasury securities adjuste it a constant maturity of 1 year, as made available by the Federal Reserve
Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."
If the Index is no longer available, the Note Hone, will choose a new index which is based upon comparable informa-
tion. 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 percentage
points (
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 balance of my loan I am expected to owe on 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 no new amount of my monthly payment.
(D) Limit on Interest Rate Changes
The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more
than $\square$ one percentage point (1.0%) $\boxtimes$ two percentage points (2.0%) [Check only one box] from the rate of interest 1
have been paying for the preceding twelve months. My interest rate also shall never to greater than 12.50 %,
or less than $8.50  \%$ .
(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 mor this payment changes again.
(F) Notice of Changes
The Note Holder will mail or deliver to me a notice of any changes in the amount of my morably payment before
the effective date of any change. The notice will include information required by law to be given me and also the title and
telephone number of a person who will answer any question I may have regarding the notice."

#### **B. CHARGES; LIENS**

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Boffawer notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

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#### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

### D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event thall any provision or clause of this Security Instrument or the Note conflicts with applicable law, sich conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without ...e conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable

#### E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17.0' b Security Instrument is amended to read as follows:

17. Transfer of the Property of Peneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a benearial interest in borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written con en, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and pay ble. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Ler is cy Instrument.

If Lender exercises such option to accelerate, Langer shall mail Borrower notice of acceleration in accordance with paragraph 14 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 Borro er fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, in voke any remedies permitted by paragraph 18 hereof. Notwithstanding a sale or transfer Borrower will continue to be col gated under the Note and this Security Instrument unless Lender has released Borrower in writing.

#### F. LOAN CHARGES

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If the loan secured by the Security Instrument is subject to a 12 w which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then; (1) any such loan charge shall be reduced by the amount recessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded per ritted limits will be refunded to Borrower Lender may choose to make this refund by reducing the principal owed under the Note or making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note: 

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

नेकार भी राजधा

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