COOK COUNTY ILLINOIS FILED FOR SECORD

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[Space Above This Line For Recording Data]

LOAN NO. 06C-004439-41

MORTGAGE

DECEMBER 17 THIS MORTGAGE ("Security Instrument") is given on DECEMBER 17

19. 86 The mortgagor is RONALD MC KINNEY AND ALANA M. MC KINNEY, HIS WIFE 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 performance of Borrower's covenants and agreements under this Security Instrument and

PARCEL 1:

LOT 7 IN BLOCK "C" IN COURTS OF RUSSETWOOD UNIT 5 BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 11 FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS AS CONTAINED IN SUPPLEMENTARY DECLARATION FOR COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS RECORDED MAY 27, 1986 AS DOCUMENT 86209103 IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NO. 03-21-202-028-000

PUD RIDER ATTACHED HERETO AND MADE A PART HERECE

17/5 Office which has the address of 2314 BARBERRY COURT ARLINGTON HEIGHTS [Street] Illinois ...60004.....("Property Address");

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

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

12/83

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7. Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property, Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lessehold.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender, r.a. the Insurance carrier has of the Property damaged, if the restoration or repair is economically fessible and Let de 's security is not economically fessible and Let de 's security is not fession or repair is economically fessible or Lender's security would be less in the insurance proceeds shall be restoration or repair is not economically fessible or Lender's security would be less in 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

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

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

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borroy er subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the arion his and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "ext. ... and coverage" and any other hazards for which Lender

Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or a ke one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the fiel to this Security Instrument. If Lender determines that any part of faith the lien by, or defends against enforcemes of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien and prevent the enforcement of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. 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 Porrow er makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Porrow er makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

paragraphs I and 2 short be applied first, to late charges due moter the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; to interest due; and last, to principal due.

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

Peroperty which may attain protity over this Security Instrument, and leasthold payments or ground rents, if any property which may attain protity over this Security Instrument, and leasthold payments or ground rents, if any broads and in the protity of the pro

Application o Payments. Unless applicable law provides otherwise, all payments received by Lender under

any Funds heir of Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately or to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a create against the sums secured by this Security Instrument. it of the Funds held by Lender is not sufficient to pay the escription of the Funds held by Lender.

It is extra arry to make up the deficiency in one or more payments as required by Lender shall promptly refund to Borrower and ment in full of all sums secured by this Security Instrument, Lender shall apply, no later and the funder payments is sold or acquired by Lender, Lender shall apply, no later and the funder paragraph 19 the Property is sold or acquired by Lender, Lender at the time of

amount ne 25 ary to make up the deficiency in one or more payments as required by Lender. at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due; the excess shall be. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

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

If the Property 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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the dur cate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Brower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise no life amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower (r Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or premude the exercise of any right or remedy

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bir d and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenant, and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrumint; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that he interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender n av choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. I/a efund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the incie.

If enactmen, or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforce able according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall are the steps specified in the second paragraph of

paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by lederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security I in numerit or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal 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 of not less than 30 days from the date the notice is delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Adjustable Rutu Pider	Condominium Rider	2-4 Family Rider
Graduated Paymer Rider	Planned Unit Development Ric	ler
Other(s) [specify]		
By SIGNING RELOW BOTTOWER A	ccepts and agrees to the terms and	covenants contained in this Sec
trument and in any rider(s) executed by i		J Contained in this sec
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N 222 2 (28)	RONALD MC KINN	EY /Bo
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	ALANA M. MC KI	NNEY -Bo
are to	pace Below This Live for Acknowledgment]	
IIS INSTRUMENT WAS PREPARED BY:	46	
MARIE HOLM WALCZAK	1/4	
COLDWELL BANKER RESIDENTIAL	4	
MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727		
TELL II. CENO OINCEL, OULL 12/		

State of Illinois,	Esol	County ss:	3	
	ERSIGNED	, a Notary Publ	lic in and Resaid county	and state,
do hereby certify th	at . RONALD MC KINNEY AND	ALANA M. MC KINNE	Y, HIS WIFE	
3	, personally known to m	e to be the same persor	n(s) whose name(s) ARE	sub-
scribed to the foreg	oing instrument, appeared before	e me this day in person	, and acknowledged that .	The Y
signed and delivered	the said instrument as . THEIR	free and volur	ntary act, for the uses and	purposes
therein set forth.				•
Given under my	nand and official seal, this 177	H. DAY. OF DECEMBER	19.86	

My Commission expires:

Notary Public

Loan No.: 06C-004439-41

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17TH day of DECEMBER 19 86
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
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. (the "Lender") of the same date and covering the Property
described in the Security Instrument and located at:
2314 BARBERRY COURT, ARLINGTON HEIGHTS, ILLINOIS 60004
(Property Address)

This Property includes but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain course, areas and facilities, as described in COVENANTS, CONDITIONS & RESTRICTIONS & EASE-

MENTS REC. 5/27/86 AS D.C. # 86209183, REC. 12/31/68 AS DOC. #20717025, REC. 5/20/86 AS DOC. #86200206, 28EG. 5/26/86 AS DOC. #23934047, REC. 2/5/85 AS DOC. #23934047, REC. 2/5/85

AS DOC. # 27432574, REC. 275764 AS DOC. # 20717405

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

COURTS OF RUSSETWOOD

(Name of Flanked 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 "Dwners Association") and the uses, benefits and proceeds of Borrower's interest.

PLID Covernants. In addition to the covenants and agree at smade 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 (ii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all rues and assessments imposed pursuant to the Constituent Documents.
- (B) Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

In the event of a distribution of haland insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas or facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

MULTISTATE PUD RIDER-Single Family-FNMA/FHUMC Uniform Instrument Page 1 of 2

Form 3150 12/83

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Edward Astronau

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- (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 Uniform Covenant 9.
- (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 unridment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (111) termination for professional management and assumption of self-management of the Owners Association; or
- (iv) any action which (ould 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 100 dues and assessments when due, then Lender may pay them. Any amount disbursed by Lender under this paragraph is 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 or 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 this PUD Rider.

(Seal)

RONALD MC VINNEY

Borrower

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__(Seal)

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