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THIS) 19. 8.6 The r	/.CRTGAGE, norty/.gor is	("Security Instrument") is given as I pri Consego di voi con	and not since reservi	ed .
under the laws	of!!	SAVINGS AND LOAN ASSO ne United States of America ipe, Chicago, Illinois 60659	, and whose address is	
Borrower ower	Lender the pr	izagal sum of Sixty Thousage Dollars (U.S. S. 60	sand Four Rundred and	no/100
dated the same paid earlier, du secures to Len modifications; Security Instru	date as this So e and payable of der: (a) the reg (b) the paymen ament; and (c) this purpose, B	curity instrument ("Note"), whom September 1 2016 payment of the debt evidenced to fall other sums, with interesting performance of Borrower's coorrower does hereby mortgage, a	tich provides for monthly paym by the Note, with interest, and t, advanced under paragraph 7 ovenants and agreements under	ents, with the full debt, if This Security Instrum all renewals, extensions to protect the security of this Security Instrument following described prop
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(40) North	. Range Two	elve (12), East of the	f Section Twenty Four Third Principal Merid	ian, lying South
(40) North the Indian as Documen HBCMCO:	, Range Two Boundary I t 9795455, 39 (18032 80	elve (12), East of the Line, according to the in Cook County, Illine 1821 1821 1822	Third Principal Merid Plat thereof recorded	ian, lying South
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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.



This instrument was prepared by: Fredric G. Movy 5700 M. Lincoln Ave., Chicago. (L 60659

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Thomas Thomas (SEAL)	
7861 15, 1987	My Commission Expires:
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(his, iser, their). "Secuted said instrument for the purposes and uses therein set forth.	eff
or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, cknowledged said instrument to be	have executed same, and a
nin, a Notary Public in and for said county and state, do hereby certify that sporced and not adnes remarried , personally appeared	I. Patricia Ply
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OW, Borrwer accepts and agrees to the terms and covenages contained in this Security	BY SIGNING BEL
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the covenants and agreements of each such rider shall be incorporated into and shall amend and agreements of this Security.	
security Instrument. If one or more riders are executed by Borrower and recorded together with	
e to Borrower. Borrower shall pay any recordation costs. lestead. Borrower waives all right of homestead exemption in the Property.	-
payment of all sums secured by this Security Instrument, Lender shall release this Security	21. Release. Upon
he Property and collection of rents, including, but not limited to, receiver's fees, premiums on nable attorneys' fees, and then to the sums secured by this Security Instrument.	
see past due. Any tents collected by Lender or the receiver shall be applied first to payment of the	the Property including the
any period of redemption following judicial sale, Lender (in person, by agent or by judicially— be entitled to enter upon, take possession of and manage the Property and to collect the rents of	
session. Upon acceleration under paragraph 19 or abandonment of the Property and at any time	20. Lender in Poss
o collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, ible attorneys' fees and costs of title evidence.	
n the notice, Lender at its option may require immediate payment in (u)) of all sums secured by without further demand and may foreclose this Security Instrument by judicial proceeding.	
any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or	existence of a default or a
nstrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further ight to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-	
e the default on or before the date specified in the notice may result in acceleration of the sums	and (d) that failure to cur
vides otherwise). The notice shall specify: (a) the default; (b) the action required to care the stans 30 days from the date the notice is given to Borrower, by which the default must be cured;	
Al ban El enquist in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17	breach of any covenant or
OVENANTS. Borrower and Lender further covenant and agree as follows: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's	

UNOFFICIAL COPY. . .

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 paid to Borrower.

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 ruthinized 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 due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower N.t Iteleased; 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 or crate 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 modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bour's Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a reements 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 ferms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) a rees 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 the increas or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any suchs already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to trake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund relaces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 take the steps pecified 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 Dorrower. 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 federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in scrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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 faw 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.

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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 the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

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 bankruptey, 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 as actions may include paying any sums secured by a lien which has priority over the 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?, Lender does not have to do so.

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. Profection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

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.

fustrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments referred to in paragraphs I 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 realiting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

of the Property damaged, if the restoration or repair is aconomically feasible and Lender's serious time supplied to the security damaged, if the restoration or repair is accordingly lessible or Lender's security is insutance proceeds shall be restoration or repair is not economically feasible or Lender's security in a security linstrument, 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 (2a) the insutance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore offered to settle a claim, then Lender may collect the insutance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The body period will begin when the notice is given.

Lender shall have the right to hold the policies and renewals. It Lender if duit is, Borrower shall give prompt holice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair.

All insurance policies and renewals shall be acceptable to Lenoer and include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

insured against loss by fire, hazards included within the term "exten led coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the and subject to Lender's approval which shall not be insurance currier providing the insurance shall be chosen by Bostower subject to Lender's approval which shall not be unceasonably withheld.

of the giving of notice.

5. Hazard Insurance. Borrower shall keep the in profession coverage, and any other hazards for which Lender insurance against loss by fire, hazards included within the term jesten led coverage, and any other hazards for which Lender.

Borrower shall promptly dischaige a sylien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obigation ceured 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. If any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prior, ty over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or ake one or more of the actions set forth above within 10 days not the new states.

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligate as in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lo are makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Lo are makes these payments directly, Borrower shall promptly furnish to Lender texcipts evidencing the payments.

paragraphs, t and 2 st an 0 supplied: itse, to late charges due under the Pole; and .ast, to principal due.

A Charges, Llens, Portower shall pay all taxes, assessments, charges, fines and impositions attributable to the

3. Application: Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 stall b applied: first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held of Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately rator to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a great against the sums secured by this Security Instrument.

at Borrower's opion, enter promptry repaid to Borrower of credited to Borrower on monthly payment, of runds, it the funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon a yment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall promptly refund to Borrower and Engles of the Security Instrument, Lender shall be supplied to Borrower and Engles of the Security Instrument, Lender shall be supplied to Borrower and Engles of the Security Instrument, Lender shall be supplied to Borrower and Engles of the Security Instrument Instrument and Engles of the Security Instrument Instrument

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, it e exceed shall be at Borrower on monthly payment, 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 and

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 agreement is made or applicable law permits. Unless an agreement is made or applicable law requires interest to rearning that interest shall be paid on the Funds. Unless an agreement is made or applicable law stabil give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which cach debit to the Funds was made. The Funds are pledged as additional security for the sums secured by purpose for which cach debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

2. Funds for Taxes and Insurance. Subject to applicable law of 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 leasthold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; and folly 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.

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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the payment and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote and any prepayment and late charges due under the Mote payment and late charges due under the Mote and any prepayment and late charges are under the Mote and any prepayment and late charges are under the Mote and Mote and Late Charges.

Loan No. 601518-4

ADJUSTABLE RATE RIDER

(Interest Rate Limits)

THIS ADJUSTABLE RATE RIDER is made this 29th day of July
19.86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deec
to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Bor
rower'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

3800 N. Oleander, Chicago, Il. 60634

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.500. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

'A.) Change Dates

The interest rate I will pay may charge, on the first day of <u>October</u>. 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 adjust of 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 Hotele, will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice

(C) Calculation of Changes

The Note Holder will then determine the amount of the monthly (a) ment that would be sufficient to repay the unpaid principal balance of my loan 1 am expected to owe on the Change Dake in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly sayment 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 monthly 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 forseiture 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 Borrower 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 Botrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Botrower at the Property Address or at such other address as Botrower 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 Botrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Botrower 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 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 Instrument or the Note which can be given effect without the 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 of the Security Instrument is amended to read as follows:

17. Transfer of the Property o, P Beneficial Interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred (or if a bene, cial interest in borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written convent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited

by Federal law as of the date of this Sec. why Instrument.

If Lender exercises such option to accelerate, Lender 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 Borrover 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 18 hereof. Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

IN

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected on the 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 sums already 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 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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