## UNOFFICIAL GOPY 6

87464346

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#### MORTGAGE

246534-5

THIS MORTGAGE ("Security Instrument") is given on AUGUST 3 The mortgagor is ANDREW A. LECKEY, DIV. NOT REMARR.

("Borrower"). This Se ur ty Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and easth, under the laws of THE UNITED STATES OF AMERICA, and whose address is

4242 NORTH HARLEM

NORRIDGE, ILLINOIS

("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED EIGHT THOUSAND AND NO/100

). This debt is evidenced by Borrower's note 208,000.00 Dollars (U.S. \$

dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBLE 2017

This Security Instrument secures to Lender: (a) the repayment of the deb 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 performance of Borrow r's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgige, grant and convey to Lender the following described property

County, Illinois: COOK

LOT 10 IN WESTERN BUILDERS INDIAN VILLAGE, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

> DEPT-01 RECORDING \$15.25 100222 TRAN 6090 08/21/87 15/20:00 1/970 1 B \*-87-464546 COOK COUNTY RECORDER

BIEO. 18-19-211-007

which has the address of 6474 CHEROKEE DRIVE

MAIL

INDIAN HEAD PARK,

60525 (Zip Code)

("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 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.

#### CHICAGO, ILLINOIS 60629 CHICAGO, ILLINOIS 60629 CONTRACTION OF ILLINOIS THE TALMAN HOME FEDERAL SAVINGS AND BOX 130 ОТ ИВСТВИ В ВЕТОВИ ТО: CHICAGO, IL MOCEUN SPIDER LAURIE GRON PREPARED BY: 18 | St | C senigral cocients My Consission Pale slouiss to state at MOYEEN L DIFFOM STATE THE Ven und CTTOTAL ARMANICIALS 1861. set forth, free and voluntary act, for the uses and purposes therein ABH\BIH as instrument bias off between as bigge subscribed to the foregoing instrument, appeared before me this day in person, and aclinowledged that he VSHE personally known to me to be the same person(s) whose name is is do hereby certify that ANDREW A. LECKEY, DIV. NOT REMARR. noticen T Dillon a Notary Public in and lor said county and state, COUNTY SE: STATE OF ILLINOIS, [Space Below This Line For Ackno BWOTIOE-(Seal) JawonoB-(Seal) (Seal) ANDREW A. LECKEY/DIV. NOT REMARKS DA SIGNING BELOW, Borro + 2 accepts and recorded with it: BY SIGNING BELOW, Borro + 2 accepts and recorded with it: Other(s) [specify] Planned Unit Development Rider Tabia for tent Rider Təbi R muinimobno 🔝 Y Adjustatic Late Rider Tabis Vilimity P. C. Instrument: [Checles plicable box(es)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security in security to versate and agreements of this Security in trument, the rider(s) were a part of this Security in the rider and agreements of this Security in the rider(s) were a part of this Security in the rider and agreements of this Security in the rider and agreements of this security in the rider and agreements of the rider and 23. Ricers to this Security Instrument: It one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. 21, Release: Upon payment of all sums secured by this Security Instrument, Lender shall release this Security eceiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall be entitled to collect all expenses incurred in parasing 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 (or itle expiration of any period of itle evidence). Deficitly including those strong of itle evidence of and manage the Property and at any time appointed receiver shall be entitled to by including, but of the Property and to collect the rents of the Property including those past due. Any fents onlicited by Lender or the receiver shall be applied first to payment of the Property including those past due. Any cents of rents, including, but intended to receiver shall be applied first to payment of the Property including those past due. Any cents of rents, including, but intended to receiver's fees, premiums on costs of management of the Property and test only and test only the Security including those past due. Any cents of rents, including, but into the property and test of past of the Property and the Property and test of past of the property and test of the property and this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further default; (c) a cate, 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 enicable inw provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the TI bas & Lagreement in this Security Instrument to a prior to acceleration under paragraphs 13 and 17

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

**UNOFFICIA** 

ATTENTION: LAURIE GRON

**UNIFORM COVER** 

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 Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount neces any o make up the deficiency in one or more payments as required by Lender.

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

3. Application of Poyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be a piicd: 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. Bo wer 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 1.2 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 Borrov er n akes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation 'eci red by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of relien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of ary 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 to over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements 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 amounts 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, Forrower 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 be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's accurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excest 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 proceed, to 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 paraggaphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had Applications are miny specifically octore sate of me troperty paradam to any power of sate confining this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration cocurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument and the Property and Borrower's research 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 and the obligations secured hereby shall remain fully effective as if no acceleration had Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

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 in the date the notice or demand on Borrower is Right to Reinstante. If Borrower meets certain conditions, Borrower any instrument is Reinstante. If Borrower meets certain conditions, Borrower shall have the right to have sufforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as any time prior to the earlier of: (b) 5 days (or such other period as an other prior to the earlier of: (c) 5 days (or such other period as an other prior to the earlier of: (a) 5 days (or such other period as an other prior to the property of the property of the property of the prior to the prior to any power of sale contained in this If Lender exercises this option. Lender shall give, Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument 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 16. Borrower's Copy. Borrower shall be given one conformed copy of the More and in this Seconty 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 and Borrower is not a natural

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the Jurisdiction in which the Property is located In the event that any provision or clause of this Security List ument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List ument or the Note 15. Coverning Law, Severability. This Security Instrument shall be governed by federal is wand the law of the

ın this paragraph. Property Address or any other address Borrower designates by notice to Lender. Any maines 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 o. Lender when given as provided in this security instrument shall be deemed to have been given to Borrower o. Lender when given as provided in this security instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given by the same of the same id. Notices. Any notice to Borrower provided for in this Security Instructor shall be given by delivering it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

Paragraph 17 rendering any provision of the Note of this Security Instrument unenfore at le 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 exercises this option. Lender exercises this option.

partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights: If enactment or expiration of applicable laws has the effect of necessary to reduce the charge to the permitted limit; and (0) any sums already collected from Borrower which exceeded permits will be refunded to Borrower. Lender may chrose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a equinection with the loan exceed the permitted limits, it en: (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

If the loan secured by (4. security Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

middily, forbear or make any accommodations with regard to the terms of this Security Instrument or the Mote without the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, of paragraph 17. Borrower's covenant, p. 14 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey instrument but does not execute the Mr. ci. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property, inde the terms of this Security Instrument, (b) is not personally obligated to pay this Security, Instrument, shall bind a deficite successors and assigns of Lender and Borrower, subject to the provisions

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

(11. Successors and Assign Bound; Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrower or Bo, rower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise medicine amortization of the sums secured by this Security Instrument by reason of any demand made modification of any detection of the sum secured by this Security Instrument granted by Lender to extend time for interest of Borrower's successor in interest in interest of Borrower's successor in interest of Society of the sum secured by this Security Instrument granted by Lender to extend time for Lender shall not be in the sum of the sum 10. Bort Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of

postpone the one as te of the monthly payments referred to in paragraphs? I and 2 or change the amount of such payments. Unless 1.c nder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

If the Property is abandoned by Borrower, or all, 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 to restoration or repair of the Property or to the secured by this Security-Instrument, whether or not then due.

paid to Borrower the amount of the proceeds multiplied by the following fraction: (a) the total amount of the taking. Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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. 95 Condemnation Wilher proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, abail give Botrower 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 agentimes make reasonable entries upon and inspections of the Property. Lender shall give Botrower notice at the time of or price in the inspection.

# UNOFFICIAL CORY &

### ADJUSTABLE RATE RIDER 24653445

THIS ADJUSTABLE RATE RIDER is made this <u>3RD</u> day of <u>AUGUST</u> 19 <u>87</u> and is incorporate 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 Adjustable Rate Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:
6474 CHEROKEE DRIVE, INDIAN HEAD, ILLINOIS 60525 Ad 1400 Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. 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 Instruments, Borrower and Lende further covenant and agree as follows:  A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note provides for an initial interest rate of 8.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:  4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Date:  The interest rate I will hay may change on the first day of SEPTEMBER 1990, and on that day ever the month thereafter Each date on which my interest rate could change is called a "Change Date."  (B) The Index
Beginning with the first Charge Date, my interest rate will be based on an Index. The "Index" is the:
Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the Federal Home Loan Bank Bourd
Weekly average yield on United States Treasury securities adjusted to a constant maturity of year(s), as made available by the Federal Reser/e Board.
The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding age points (2.750 %) to the Current Index. The Note Hold r will then round the result of this addition to the nearest one-eight of one percentage point (0.125%). This rounded amount will be only use v interest rate until the next change date; provided, however that the interest rate shall never be changed by more than
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
(D) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the an count of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my morthly payment changes again.  (E) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate an 1 the amount of my monthly paymen before the effective date of any change. The notice will include information required by law to be it in me and also the title and telephone number of a person who will answer any question I may have regarding the notice.
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN FORROWER
Uniform Covenant 17 of the Security Instrument is amended to read as follows:
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any increst 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrumen is acceptable to Lender.
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loar assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
Andrew of Jeckey (Scal)
ANDREW A. LECKEY/DIV. NOT REMARR. Borrower
(Scal)

RECORD AND BOX 130	RETURN TO:	A. MARINI	KID.	. •
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