CG 19962 murt

First American Title Order !!

UNOFFICIAL COP

87613014



This instrument was prepared by:

RICHARD JAHNS

(Address) PEAOS III (IDBADIHO

MORTGAGE

THIS MORTGAGE is made this	^5TH ***	day of	NOVERRER	•
THIS MORTGAGE is made this	H HYLAND	AND. JOAN .K	HYLAND. HUSRAND AN	D WIF
	(herein "Born	rower"), and the Mo	rigagee	
CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION	O.X. `		, a corporation organized and	į.
xisting under the laws of THE UNITED S 5200 West Fullerton — Chicago, Illinois 60639	CATES OF A	MERICA whose a	address is	
5200 West Fullerton — Chicago, Illinois 60639			. (herein "Lender").	

WHEREAS, JOSTOWER is indebted to Lender in the principal sum of ONE. HUNDRED .THIRTY Dollars, which indebtedness is evidenced by Borrower's AND THOUGHTON THE THOUGHT, AND THOU note dated. NOVEMBER 05. 1987. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... DECEMBER 101. . 2017.

To Secure to Lender (3) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest mercon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does be soy mortgage, grant and convey to Lender the following described property

LOT 436 IN BRICKHAN FIRST ADDITION. UNIT NUMBER 4. REING A SUB-DIVISION IN THE SOUTH HALF (1/2) OF SECTION 26. TOWNSHIP 42 F BOLING COME NORTH, RANGE 11, EAST OF THE HIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERHANENT INDEX #03-26-322-007

which has the address of ... 1113 LINDEN LANE [Street] . ILLINGIS. .600.56..... (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

RETURN TO BOX 403

AUSESTE AND TOTAL STATES OF TRANSPORT STATES O	INCHA!
A Sill - Jan Male and Silver Patrick	WEAT TO TO, STATE OF TILINGS OF CO. THE EXPERT 2/8/86
	by Commission expires: 2-8-88
day of NYENBER 19 87	Given under my hand and official seal, this
	स् (अस)
free and coloniary act, for the uses and purposes there	and delivered the said instrument as
F. af set begeed acknowledged that af.	ubscribed to the foregoing instrument, appeared before me
Series same person(s) whose names out set of	
	The second secon
D TOWN KE HATWAD HITEBURD WAD MIE	o hereby certify that TEFFERY HO HYLAND SHI
A Notery Public in and for said county and state	
	TATE OF ILLINOIS, I, Christian Flamon Free;
County ss:	SIONITY SU SILIT
PIN K HEND	VOT /
James XXX	
	(11): + 2\
HILLIAN HILLIAN	
- The first of the same	Brx 7/

sead. Borrower hereby waives all right of humsqueed can to Borrower. But r wer shall pay all costs of recordation, if any,

And the containt actually received.

St. Tenture Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, make Future Advances to Borrower. Such Eviture Advances, with interest thereon, shall be secured by this Mortgage, notes staing that said notes are secured the receipt. At no time shall change are secured to protect the security of this Mortgage, to the original amount of the Note pine 105 and accordance herewith to protect the security of this Mortgage, or o'd the original amount of the Note pine 105 and receipt the secured by this Mortgage, conduct the security of this Mortgage, and the original amount of the Note pine 105 and receipt the secured by the Mortgage, Lender shall release this Mortgage are shall be the Note of the Structured by the Mortgage, Lender shall release this Mortgage are shall release the Structured by the Mortgage.

those rents actually received. Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sunts secured by this Mortgage. Lender and the receiver shall be liable to account only for hereof or abandonment of the Property, have the right to collect and retain such rems, as they become due and payable. Upon acceleration under paragraph 18 hereof 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 postession of and manage the Property and to collect the rems of the property and to collect the rems of the costs of management of the past due. All enter of the receiver shall be applied farst to payment of the costs of management of the past due. All enter on the receiver shall be applied farst to payment of meanagement of the posts of management of the payment of the costs of management of the costs of the costs of management of the costs of the costs of management of the costs of the costs

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph, 18 20. Aufgument of Renus, Appointment of Receiver; Lender in Possession, As additional security hereunder, Borrower

no acceleration had occurred. (d) Borrower takes such action as Lender may ressonably require to assure that the liter of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if prior to entry of a judgment enforcing this Morgage if; (a) Borrower pays Lender all aums which would be then due under this Mortgage, the Mote and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all testonable breaches of any other covenants or agreements of Borrower contained in this Mortgage and in expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing the covenants including, but not limited to, reasonable attorney's fees; and only Borrower takes such action as Lender may reasonably teorising the saure that the lies of this Mortgage. Lenders interest

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insure ice premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to softower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to her er any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 against the sums secured by this Mortgage.

- 3. Application of Payments, Unices applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof snall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest proposed on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges; Liens. Borrower shall pay aif taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this stortgage, 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 Legica 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 profit over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5. Hazard Insurance. Borrower shall keep the improvements for existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums for ared by this Mortgage.

 The insurance carrier providing the insurance shall be chosen by approved by Lender, provided,

that such approval shall not be unreasonably withheld. All premiums on in sura ce policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrowe my king payment, when due, directly to the

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. and Borrower shall promptly furnish to Lender all renewal notices and all receipts of pa d premiums. 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applier to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the s curi v of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance lander. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secuted by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a and shall comply with the provisions of any lease it this Mortgage is on a leasehold. It has Mortgage is on a leasehold in this Mortgage is on a leasehold in the condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Borrower shall have the right to have any proceedings begun by Lender to enforce this Morreage discontinued at any time 19. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Morigage,

or before the date specified in the notice, Lender's opinion may declare all of the sums served by this Mortgage is be immediately due and payable without further demand and may fereduce this Mortgage by judicial proceeding. Lender shall immediately due and payable without further demand and may fereducing, but not limited to, remonable attorney's feet, one collect in such proceeding all superiors of forestoner, including, but not limited to, remonable attorney's feet, and coats of documentary swidence, abstracts and fittle reports. 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof; upon Borrower's breach of any covenant or agreement of Borrower's breach of any covenant or agreement of Borrower's breach of any covenant or agreement of Borrower in this Morrower in this Morrower in the forest the cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to borrower, by which such breach notice is mailed to borrower, by which such before the date specified in the notice may result in required to cure such breach; (3) that failure to cure such breach; (3) that failure to cure such breach; (3) a date than 30 days from the date the mailed to borrower, by which such acceleration of the cured to cure the region to cure such breach; (3) that failure to cure such breach to cure the may result in the foreclosure proceeding shall further inform Borrower of the right to relating horselfing the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and ferredomer. If the breach is not cured on the non-existence of a default or any other defense of Borrower to acceleration and ferredomer. If the breach is not cured on the non-existence of a default or any other defense of Borrower, become and ferredomer. If the breach is not cured on the date specified in the notice, Lender's option may declare all of the name accured by this Mortgage to be obtained by the Mortgage to be default in the notice. Lender at Lender's option may declare all of the name accured by the Mortgage to be

NON-UNIFORM COVENATS. BUTTOWer and Lender further coverant and agree as follows: Lender may, without further notice or demand on Borrower, involves by Copies propies the Borrower and on Borrower and the Copies of the the Copie which Borrower may pay the sums declared due. If Borrower fails to:pay such sums prior to the expiration of such period.

obligations under this Mortgage and the Note.

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

and the person to whom the Property is to be sold or transferred reach agreement in writing that the arch rate as Lender is satisfactory to Lender and that the interest payable on the sums accured by this Mostgage shall be a sect as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Bory wer's successor in interest has executed a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all interest has executed a written assumption agreement accepted in writing by Lender. Lender shall release Borrower from all immediately due and payable. Lender shall have waived such option to accelerate it, prior to the wie of transfer, Lender sees. Lender may, at Lender's option, declare all the sums secured of this Morigage to be 17. Transfer of the Property: Assumption: If all or any part of the Property or an a certait therein is sold or transferred by Borrowershwithout Lender's prior written consent; excluding (a) the creation of a purchase money security interest for household applitures. (c) a transfer by devise, this creation of a purchase money security interest for household applitures, at the stansfer by devise, descent or hypoperation of law upon the death of a joint tenant or (d) the grant feasibilities are security in or loss than the death of a feasibilities are part or law and of the property of the percent or hypoperation of the property of the property of the percent of the percent

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of execution or after recordation hereof.

Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

real property. This Mortgage shall be governed by the law of buristicity in which the Property is located. In the event that any provision or clause of this Mortgage or the Mote conflict with applicable law, such conflicting provision, and to this other provisions of the Mortgage or the Mote which can be given effect with applicable law, such conflicting provision, and to this other provisions of the Mortgage and the Mote are declared to be severable.

such other address at Lender may designate by notice to Borrow, to provided herein. Any notice provided herein.

15. Uniform Mortgage: Governing Law: Severability. This form of m orgage combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to combines uniform security instrument covering major Id. Notice. Except for any notice required under epplicable law to be given in another manner, (a) any notice to Borrower at Borrower provided for in this Mortgage shall be given by mail aguet notice by certified mail addressed to Borrower as provided herein, and the Property Address or at such other address as Borrower asy designate by notice to Lender as provided herein or to any notice to Lender shall be given by certified mail, return or sipt requested to Lender's address stated herein or to such other address as I soler may designate by certified mail, return or soler and herein or to Lender's address stated herein or to such other address as I soler may designate by certified mail, return as sipt requested. To Lender's address stated herein or to be such other address as I soler may designate by certified mail, return as sipt requested. To Lender's address stated herein or to lender as provided herein or to be address as I soler may designate by certified mail, return as sipt requested.

interpret or define the provisions hereof.

contained shall bind, and the eights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All overages are for convenience only and are not to be used to interpret or defines the movinions because of the paragraphs of the Aorigage are for convenience only and are not to be used to interpret or define the movinions become remedy under this Mortgage or alforded by law equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint at A Several Liability; Captions. The covenants and agreements herein

12. Remedies Cumulative. Alt ren ed a provided in this-Mortgage are distinct and cumulative to any other right or right to accelerate the maturity of the indebte mess secured by this Mortgage.

proceedings against such successor to refuse to extend time; for payment or otherwise modify amontastion of the sums secured by this Mortgage by teas a of any demand made by the original Borrower's successors in interest.

11. Forbearance by Lender IV. Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable lav. 'hall not be a waiver of or preclude the exercise of any such right or remedy. The procounement of insurance or the part of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the forbearance by this Mortane.

by this Mongage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Sytrower and Borrower's successors in interest. Lender shall not be required to commence 10. Borrower Not Be leased. Extension of the time for payment or modification of amortization of the sums secured

such installments. or postpone the dur drie of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of

Unless Lenger and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

burders between that the condemnor of it, after notice by Lender to Borrower that the condemnor offers to make an award of scale a claim for damages, Borrower fails to respond to Lender's option, either to restoration or repair of the massiled, Lender's option, either to restoration or repair of the Property or to he sums secured by this Mortgage.

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds In the exercise, it any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender with the exercise, it any, paid to Borrower. In the exent of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of as is equal to that proportion which the amount of the sums secured by the proceeds

and shall be paid to Lender. interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

any action hereunder.

8. Inspections of the Property, provided that Lender and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

date of disbursement at the rate payable from time to time on ourstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 3 shall require Lender to incur any expense or take payable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Bortower and Lender agree to other ferms of payment, such indebtedness of Bortower amounts shall be payable upon notice from Lender to Bortower requesting payment thereof, and shall bear interest from the amounts shall be payable upon notice from Lender to Bortower requesting payment thereof, and shall bear interest from the allower to the payable upon notice from Lender to Bortower requesting payment thereof, and shall bear interest from the

manner provided under paragraph 2 hereof.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 5TH. day of NOVEMBER, 19 87., and is incorporated into and shall
be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-
ment") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1113 LINIEN LANE, HT PROSPETT, TOTAL SECURITY INSTRUMENTAL AND SECURITY I
Property Address

Modifications In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covariant and agree as follows:

.35.. months thereafter

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

Types of Lenders" published by the Federal Home Loan Bank Board.

(2) XX. SEVENTH DISTRICT COST OF FUNDS: FEDERAL HOME LOAN BANK BOARD

..... [Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

☐ There is no maximum limit on changer in the interest rate at any Change Date.

(2) XX The interest rate cannot be changed by more than . 3. . . percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher paymen's. Decreases in the interest rate will result in lower payments. **B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan clarges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any suras already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choo 2 to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

The mortgage interest may increase or decrease based upon the change of the stated index, however, the lender will not reduce the interest rate below 9,750% floor rate nor exceed 13,750% ceiling rate.

If Lender determines that all or any part of the sums secured by this 's writy Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a present identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Sec vity Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY If there is a transfer of the Property subject to paragraph 17 of the Security Instrume.it, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, 25 a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

LOAN # 01-41886-62

ASSUMPTION RIDER TO MORTGAGE

DATED THE 5TH DAY OF NOVEMBER , 19 87 BETWEEN

LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

LEFFERY M. HYLAND AND LOAN K. HYLAND, HUSBAND AND WIFE

Noticithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, caly upon the express conditions as are hereinafter set forth.

1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.

2. The Lender may in its' sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.

3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lander shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and

mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed this Rider the 5TH day of NOVEMBER , 1987.

BORROWER DEFFERY H. HYLAND

BORROWER JUAN

JAN K. HYLANU

peri-di Recordina

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THE222 TRAN 2572 11/15/67 15:52:00

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CROW COUNTY RECORDER

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