

MORTGAGE

UNIT 208, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ATRIUM COURT VILLAGE HOME CUNDOMINIUMS, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED JULY 7, 1987 AS DOCUMENT NUMBER 86285253, AND AS AMENDED FROM TIME TO TIME, IN SECTION 20, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 16-20-100-003-0000 WAY
PROPERTY ADDRESS: ONE ATRIUM COURT #208 BERWYN, ILLINOIS 60402

DEPT-01 RECORDING \$16.25 1#4444 TRAN 1391 12/07/87 09:35:00 #7326 # D * # #37 - 646199 COUNTY RECORDER

-87-640199

which has the address of	ONE.ATRIUM.COURT.#208	BERWYN
	(Street)	[City]
Illinois	("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.

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d of the contents of the foregoing institutions. 1. Tree and voluntary act and deed and that	the netson(s) who. Deing informie	NT2 I. ANDIG. MAN. MAYTZ IOTTO.	•
said county and state, do hereby certify that	a Motary Public in and for		• • •
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s and covenants contained in this Security		instrument and in any rider(s) execute (4) B	ŗ
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nt Rider	DEB Denned Unit Developme	Graduated Payr sent Rider [3] Other(s) [specify] // [LEASE RI	
1 2-4 Family Rider	Condominium Rider	Instrument. [Check stylicable box(es)] Adjustation desc Rider	
shall be incorporated into and shall amend and shall if the rider(s) were a part of this Security		supplement the coverants and agreements	
	waives all right of homestead ex	22. Waiver of Housestead, Borrower	
APPENDED KIND PROPERTY DENIE PROPERTY DESCRIPTOR	XWYFRK THE YR XPTERY FRY	21. Release. Ujákk já jákkákkakákák Mhitráchkakkak kalájeka mákkákák Bos	
receiver shall be applied first to payment of the ut not limited to, receiver's fees, premiums on I by this Security Instrument.	ollection of rents, including, b		
e, Lender (in person, by agent or by judicially manage the Property and to collect the rents of	r bas to noisessang sast, nogu :	appointed receiver) shall be entitled to enter	
apsudonment of the Property and at any time	sand costs of title evidence, deration under paragraph 19 or	but not limited to, reasonable attorneys' feer 20. Lender in Possession. Upon acce	
s Security Instrument by judicial proceeding.	femand and may foreclose this	this Security Instrument without further o	
to assert in the foreclosure proceeding the non- id foreclosure. If the default is not cured on or mediate payment is full of all sums secured by	of Borrower to acceleration an	existence of a default or any other defense	
e notice may result in acceleration of the sums d sale of the Property. The notice shall further	the date special procession of the control of the c	and (d) that failure to cure the default on or secured by this Security Instrument, forect	
he default; (b) the action required to cure the Borrower, by which the default must be cured;	The notice shall specify: (a) t	unless applicable law provides otherwise).	
er prior to acceleration following Borrower's rior to acceleration under paragraphs 13 and 17	worred of solice svig liads w	19. Acceleration; Remedies. Leads	
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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 abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or state a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

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

10. Borrower Not Perased; 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 mence 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 Bound; 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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security 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 interest 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 such placed collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to risk this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces 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 or 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 specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The none shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law said 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. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect regulations), then Lenderrand on the 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

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

6. Preservation and Maintenance of Property; Lesseholds. 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 lessehold, Borrower shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and Esserial comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lessehold and the Borrower acquires fee title to the Property of the lessehold.

Instrument immediately prior to the acquisition. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or prospone the due date and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting 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 from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender 'b., t'he insurance carrier has offered to settle a claim, then Lender may use the p'oc.eds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 70-t ay period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 70-t ay period will begin applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If 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 fessible and Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically fessible or Lender's security would be lessened, the insurance proceeds shall be applied to the proceeds of the statement of the proceeds of the proceed

carrier and Lender. Lender may make proof of loss if not made promptly by Bor to wer.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower 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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrows, subject to Lender's approval which shall not be

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 "extends and sony other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the solutions and for the periods that Lender requires. The

of the giving of notice.

the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or the nor of the actions set forth above within 10 days faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien it) this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender subordinating the lien it) this Security Instrument. If Lender determines that any part of

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 secured by the lien in a manner acceptable to Lender; (b) contests in good

pay them on time directly to the person lawed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to Lender Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liena. Lorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain price. yover this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be a first manner.

application as a creat and a shelf a specific and secured by this Security Instrument.

3. Application of 1 syments. Unless applicable law provides otherwise, all payments received by Lender under under the paragraphs 1 and 2 shelf b applied: first, to late charges due under the Note; second, to prepayment charges due under 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 of the Funds held by Lender. Upon the Funds held by Lender paragraph 19 the Property is sold or acquired by Lender. Lender shall promptly refund to Borrower any Funds held by I under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately or it under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately or it to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of than immediately or its sequisition by Lender, any Funds held by Lender at the time of than immediately or its sequisition by Lender, any Funds held by Lender at the time of

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior together 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

this Security Instrument.

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

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 accounts of which are insured or guaranteed by a federal or accounts of many insurance or guaranteed or guaranteed by a federal or accounts of which are insured or guaranteed by a federal or

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

1. Payment of Principal and Interest; Frequencia 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 and the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note any prepayment and late charges due under the Note any prepayment 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-twelth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument. (b) userly one-twelth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument. (b) userly con-



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THIS CONDOMINIUM RIDER is made this 23 RD Movember 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the Security Instrument and located at: ONEATRIUM.COURT.#208.BERWYN.ILLINGIS.60402. Property Address;
The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: ATRIUM COURT VILLAGE HOME CONDOMINIUMS [Name of Condominium Project]
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.
CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when the all dues and assessments imposed pursuant to the Constituent Documents. B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" point, on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included
within the term "extended coverage" then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation in the Property
is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt of tice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower. C. Public Liability Insurance. Borrower shall, take such actions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender. D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are kneedy assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instancent as provided in Uniform Covenant 9. E. Lender's Prior Consent. Borrower shall not, except after actice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination of required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation of reminent domain;
(ii) any amendment to any provision of the Constituent Documents of the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Associations
(iv) any action which would have the effect of rendering the public liability in urance coverage maintained by the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower recurred by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.
OTTO J. STYAN (Seal)
DONNA L. STVAN SCALE

RELEASE RIDER

The following covenant supercedes and takes precedence to covenant Number 21 contained within the mortgage attached hereto, co you

RELEASE. Upon payment of all sums secured by this mortgage, lender shall release this mortgage to borrower. Borrower shall pay a release fee not to exceed \$ 100.00. and all costs of

If the Federal Home Loan Mortgage Corporation buys all or some of the Lender's rights under the Mortgage and Note, the promises and agreements Signed by: in this rider will no longer have any for sor effect.

Brookfield Federal Bank for Savings

By: State & Characterent

THE REAL PROPERTY.

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