87058964 86422036

86 COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The mortangor ' RICHARD SMITH AND CLOANN SMITH HUSBAND AND WITE

This Security Instrument is given to

OLD STONE MORTGAGE CORPORATION

, which is organized and existing

under the laws of

WASHINGTON

. and whose address is

1417 FOURTH AVENUE, SEATTLE, WASHINGTON 98101

("Lender").

("Borrower").

Borrower owes Lender the principal series
NINETY-SIX THOUSAND NINE HUNDRED AND NO/100
Dollars (U.S. \$ 96,900.00 96,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument, Note"), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on July 21. 2016

This Security Instrument secures to Lender: (a) the repayment of the debt evilenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with merest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro ver's exemants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortga e, g ant and convey to Lender the following described property County, Illinois:

> LOT 1 IN BLOCK 2 IN HARPER'S LANDING UNT NUMBER 3, BEING A SUBDIVISION OF PART OF SECTION 19, AND PART OF VACATED STREETS VACATED PER DOCUMENT NO. 22650177 AND A RESUDDIVISION OF PARTS BLOCKS 15, 18, 19 HOWIE IN THE HILLS UNIT NUMBER 1 AND PARTS OF HOWIE IN THE HILLS UNITS NUMBER 3 BOTH SUBDIVISIONS IN SAID SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST 17 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. # 02-19-321-027-0000 &

NOTE:

THIS MORTGAGE IS BEING RERECORDED TO INCLUDE THE ADJUSTABLE RATE RIDER.

NOTE:

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE DATE ON ON THE FACE OF THE MORTGAGE; THE DATE ON THE FACE OF THE ADJUSTABLE RATE RIDER AND THE INTEREST RATE ADJUSTMENT DATE IN THE RIDER.

which has the address of 1345 WESTBURY DR.

encumbrances of record.

HOFFMAN ESTATES

Illinois

60195

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

foregoing is referred to in this Security Instrument as the "Property." BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

3014 12/83

Mazzell Long

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT LEGAL BUSINESS FORMS, INC.--(818) 982-1200 DELPHI INFORMATION SCIENCES CORP.

(last).

total to collect all expenses incurred in parsuing the remedies provided in this pursuing and a collect all expenses incurred in parsuing the remediate provided in this Property and at any time appropriate property and at any time of the property and to collect the rents of the property and the property and to collect the rents of the property and d in the notice. Lender at its option may require immediate payment in full of all sums secured by althout further demand and may forecioes this Security Inclument by Judicial proceeding. of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-timit or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or dusti on or before the date specified in the notice may result in acceleration of the sums sat, foreclosure by judicial proceeding and sale of the Property. The notice shall further equent or agreement in this Security lastrament (but not prior to acceleration under paragraphs 13 and 17 and 18 few provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the s, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; s, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; 39. Acceleration; Remodice. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS BOITOWer and Lender further covenant and agree as follows:

Dipon payment of all sums secured by this Security Instrument, Lender shall release this Security combite attorneys foce, and then to the sums secured by this Security Triatty of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on chiling those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the section of any period of redemption following judicial sale, Lender (in person, by agent or by judicially and be enter upon, take possession of and manage the Property and to collect the rents of

Suppose the Chest of Aleable box(cs)] * the Security in it is coverants and agreements of each such rider shall be incorporated into and that smend and the Security is a tider tider (s) were a part of this Security is a tider tider (s) were a part of this Security is a tider tider tider (s) were a part of this Security is a tider to the second tider tider to the second tider tider to the second tider tider tider tider tider to the second tider tide 33, Ways a to take Security Lastrument. If one or more riders are executed by Borrower and recorded together with ment. Borrower waives all right of homestead exemption in the Property mileout charge to Borrower. Borrower shall pay any recordation costs.

Other(s) [specify] Planned Unit Development Rider Tobia Inem 22 botaubard S 4 Family Rider Condominium Rider Adjustatic Anti Rider

`(I&52)..... Borrouse and recorded with it.e. BY Stevents and contained in this Security and covenants contained in this Security

fremen sell e f.J. wil woled souge] -(lack) ... CLOVIN SWITH RICHARD SAITH

STATE OF EXCESS CALIFORNIA, Conuck 22: OKVACE

HTING HAND CONTRACTOR ASSESSMENT SHIP OF THE PRINCE CLOCKING OF

subscribed to the foregoing instrument, appeared before me this day in person, s.i. acknowledged that a house personally known to me to be the sam for on(s) whose name(s) accents

mersed and session instrument as Man 1988 free and voluntary act. (cr. to uses and purposes therein

Given ander my hand and official seal, this To yab, 47ET **Bunr**

My Commission expired. 10/20/86

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that withhis merchally known to me the same person whose name is subscribed med, a Botary Public in and for said county and state, do hereby certify

My Campiaston expires MOTATIVE COLUMN den 'purposes therein's to dey torch. Given under my hand and ment as his free and voluntary act, for the uses person, and scknowledged that he signed and delivered the

Morary Publach

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the 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 of shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the operation of the Funds are pledged as additional security for the sums secured by this Security Instrument.

If the zon unt 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 or non, 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 necessary to real e 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 Lender. 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 against the sams secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied for t, 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. Borrower 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 the 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 Borrower makes 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 secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien, ir, 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 to this security Instrument. If Lender determines that any part of 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 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 enisting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended cove age" 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 be ender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall in finde a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borro wer 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 security is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pair 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 proceeds to lender 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

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.

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Horrower, 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. Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may required to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to assure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by contract. (b) cures any default of any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) pays Leader all sums which then would be due under this Security Instrument and the Note had no acceleration this Security Instrument. If Borrower fails to pay these sums prior to the explication of this period, Lender may invoke any remedies personal by this Bocurity Instrument without further notice or demand on Borrower.

18. Berrower's Replace to Releastate.

18. 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this specific may appear to a indement enforcement.

Of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

person) without Leader's prior written consent, Leader may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be excelsed by Leader if exercise in prohibited by leader if exercise in prohibited by leader if exercise in prohibited by leaders of this Security Instrument. Mote are declared to be severable.

16. Borrower 2019. Borrower shall be given one conformed copy of the Note and of this Sourity Instrument.

17. Transfer of the Property or a Bossoficial Interest in Borrower is sold or transferred and Borrow er 'not a natural interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrow er 'not a natural interest in it is sold or transferred and Borrow er 'not a natural interest in Borrower is sold or transferred and Borrow er 'not a natural interest in Borrower is sold or transferred and Borrow er 'not a natural interest in Borrower is sold or transferred and Borrow er 'not a natural interest in Borrower is sold or transferred and Borrower in the sold or transferred and Borrow er 'not a natural interest in Borrower is sold or transferred and sold o

The Governing Law; Severability. This Security Instrument shall be governed by ederal law and the law of the jurisdiction or clause of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and 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 derign are by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borromer or Lender when given as provided

mailing it by first class mail unless applicable law requires use of anothe 'my shod. The notice shall be directed to the 14. Meticas. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Ti dangereq

partial prepayment without any prepayment charge under the No.e.

13. Legislation Macting Lender's Rights. If ca act sent or expiration of applicable laws has the effect of rendering any propagation of the Mote or this Security Instrument unen occeable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by the Acting Instrument and may invoke any remedies payment in full of all sums secured by the Acting Instrument and may invoke any remedies permetraph 19. If Lender exercises this option, Lender shall A. P. the steps specified in the second paragraph of permetraph of the second paragraph of th

necessary to recise the charge to the permitted limit, & c. (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender was choose to make this refund by reducing the principal owed under the Note or by meking a direct payment to Borrower. If a refund reduces principal the reduction will be treated as a commention with the loan exceed the permitted limits, then: (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 12. Long Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

seems secured by this Security Institute of the Security Instrument; (b) is not personally obligated to pay other Borrower may agree to extend, settly, forbest or snake say accommodation, with regard to the terms of this Security Instrument or the Note without it Borrower's consent. Instrument but does not execute 17.c Pote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Propert, under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covers a's and agreements shall be joint and several. Any Borrower who co-signs this Security

Lender shall not to oppured to commence proceedings against any successor in interest or refuse, to extend time for payment or otherwise a click of the sums secured by this Security Instrument by reason of any demand made by the original Borrow of the exercising of the exercising any right or remedy shall not be a winter of (t pn clude the exercise of any right or remedy.

21. Successors and Action Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall and beneals the successors and analysis of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and analysis of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and analysis of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and energies of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and energies of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and energies of Lender and Borrower, subject to the provisions this Security Instrument shall and beneals the successors and energies of Lender and Borrower, subject to the provisions. ority ver shall not operate to release the liability of the original Borrower or Borrower's aucos

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

10. Bearonge Net Released, Ferbearance By Leader Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Leader to any successor in to the sums accurated by this Security Instrument, whether or not then due.
Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

paid to Borrower.

If the Property is shandoned by Borrower of it, after notice by Lender to Borrower that the condemnar offers to respond to Lender to restoration or repair of the Property or given, Lender is sutherized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

has the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security in the event of a partial taking of the Property, the proceeds shall be event of a partial taking of the Property unions. Befrower and Leader otherwise-agree in writing, the sums secured by this Security Instrument shall be reduced by the Security Instrument shall be reduced by the secured immediately the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be before the taking, divided by (b) the taking that market value of the Property immediately before the taking. Any balance shall be

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

• Conferentials. The proceeds of any sward or claim for damages, direct or consequential, in connection with any condemnation or other in the proceeds of any part of the Property, or for conveyance in hea of consequentials, are neglect.

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 Lander's written agreement or applicable law.

L. Langesties. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender It Lender required mortgage insurance as a condition of misling the loan secured by this Security Instrument,

004358

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Cans)

THIS ADJUSTABLE RATE RIDER is made this 1778 day of JUNE 19.86.	and is
THIS ADJUSTABLE RALE RIDER IS MADE (III) AND	ined (the
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Essential Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's A	aldetauih
Rate Note (the "Note") to OLD STONE MORTGAGE CORPORATION, 1417 FOURTH AVENUE.	ujustavic
SEATTLE, WASHINGTON 98101 (the "Lender") of the same date and covering the property des	cribed in
the Security Instrument and located at:	

1345 WESTBURY DR., HOFFMAN ESTATES, ILLINOIS 60195

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides fo ar initial interest rate of ...8..000...%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury so unit es adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Folder will choose a new index which is based upon comparable information. The Note Holder will give me notice. This choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND FIVE EIGHTHS percentage points (...2.625...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate in it the next Change Date.

The Note Holder will then determine the amount of the mont', it payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full in 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) Limits on Interest Rate Changes

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my nor his payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to rend as follows:

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. 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 Instrument is acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan 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.

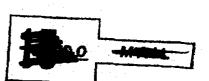
By Signing Below, Borrower accepts and agrees to the terms and covenants complined in this Adjustable Rate Rider.

RICHARD SMITH

(Seal)

Property of County Clerk's Office 122036

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