[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 13

. The ractingor is SAMUEL PARKER, A BACHELOR

SEARS MORTGAGE COPPURATION

("Borrower"). This Security Instrument is given to

, which is organized and existing , and whose address is

under the laws of THE STATE OF OHIO

("Lender").

300 KNIGHTSBRIDGE PARKAN, SUITE 500, LINCOLNSHIRE, ILLINOIS 60069
Borrower owes Lender the principal sum of THIRTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100-----

-----Dollars (U.S. \$32, 250, 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 paid earlier, due and payable or JULY 1, 2018

This Security Instrument secures to Londer: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all of e sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hareby mortgage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

THE SOUTH 2/3 OF LOT 10 AND THE NORTH 2/2 OF LOT 11 IN BLOCK 2 IN WEST PULLMAN, A SUBDIVISION OF THE WEST 1/2 OF THE MORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 2B, TOWNSHIP 37 NORTH, RANGE 14, ZAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-28-202-023.

COOK COUNTY RECORDER

which has the address of 11924 SOUTH YALE AV

(Streat)

,CHICAGO

(City)

Illinois 60628 ("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 soised of the estate hereby conveyed and has the right to mortgage, grant and convoy 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT VERSION 1.2

XC1800D

MAIL

Form 2014 12/83 XC1800DAAA

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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-twellth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount

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 make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It 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 agains, the sums secured by this Security Instrument.

3. Application of the property. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable inder paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Berrower 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 lurnish 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 'en which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation of cured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 'one 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. giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "exist coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts end or the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject it I ander's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give compt 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 snall to applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's recurity is not lessened. If the restoration or repair 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 paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender thr. the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The of they period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal call 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 in weeds 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

for title shall not morge 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 after does not have to do so.

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 Socurity 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

A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

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Il 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, unloss Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is 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 monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrow's Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amonth ation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorbination of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borr. wer's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude (h) secrecise of any right or remedy.

11. Successors and Assigne Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall had and benefit the successors and Assigne Bound;

this Security Instrument shall bine and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenar to and agreements shall be joint and several. Any Borrower who consigns this Security Instrument but does not execute the Note: (a) is consigning 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) agrees 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 sums are processed from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the refunding will be treated as a partial prepayment without any prepayment charge under the Note.

13. Logislation Affecting Lender's Rights. If en ctrient or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument or enforceable 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 notice shall be directed to the Property Address or any other address Borrower designates by notice to Leider. 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. this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security 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 society 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 paymen 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.

NON-UNIFORM COVENANTS. Borrower and Lender turther covenant and agree as follows 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Berrower, by which the default must be curod; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior 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 possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of ronts, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

to the sums secured by this security man whent.	
21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrum	ment
without charge to Borrower. Borrower shall pay any recordation costs.	
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	

23. Riders to this Security Instrum Security Instrument, the covenants and agreed covenants and agreements of this Security Instruments of the	ent. If one or more riders are executed ments of each such rider shall be incorpo	by Borrower and recorded together with the rated into and shall amend and supplement the control of the control
Adjustable Rr te Rider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	•
Other(s) [specify]		
BY SIGNING BELOW, Borrower acr any rider(s) executed by Borrower and record		ts contained in this Security Instrument and
	SAMUEL PARKER	(Seal)
	4	(Seal)
		-Borrower
		(Seal)
	ki,i / / / /	-Borrower
	⁴ O _x	(Seal)
	C. F. F. C. F. C. F. C. F.	-Borrower
),

STATE OF ILLINOIS.

Cook

the undersigned

, a Notary Public in and for said county and state,

do hereby certify that

Samuel Parker

, personally known to me to be the same person(s) whose nume(a) is

88263246

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

signed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein his

Notary Public

set forth.

Given under my hand and official seal, this 13th June

, 19 88 .

My Commission expires:

This instrument was prepared by:

SHIRLEY A. WHITEHEAD

(Name)

WORTH, IL 60482

RETURN TO:

SEARS MORTGAGE CORPORATION 7000 W. 111TH ST

WORTH, IL 60482

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"OFFICIAL SEAL" Joanna Bauer Notary Public, State of Illinois My Commission Expires 2/17/92

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VERSION 1,2

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ADJUSTABLE RATE RIDER

LENDER'S # 09-58-13540

THIS ADJUSTABLE RATE RIDER is made this 13TH day of JUNE, 1988 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed or Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable rate Note (the "Note") to SEARS MORTGAGE CORPORATION, AN OHIO CORPORATION

(the "Lender") of the same date and

covering the property described in the Security Instrument and located at: 11924 SOUTH YALE AV $\,$

CHICAGO, IL 60628

[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 covenant and agree as follows:

A. INTEREST RAFE AND MONTHLY PAYMENT CHANG
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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interestrate I will paymer change on the first day of JANUARY , 19 89 , and on that day every SIX MONTHS thereafter, Each uste on which my interestrate could change is called a "Change Date."

(B) The Index

The index currently used by Svars Mortgage corporation for this MAML loan is the monthly weighted average cost of funds for Elevanth district members of the Federal Hojile | oan Bank of SanFrancisco.

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

(C) Calculation of Changes

The Note Holder will then determine the amount of the mun hip payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity dite at minew 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 will become effective on each Change Date. I will pay the amount of my next monthly payment beginning on the first monthly payment date after the Change Date.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly Jayment before the effective date of any change. The notice will include information required by law to be given me and also the title and to uphone 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 read 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person with our Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security in the Newver, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security in transent. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by tender to exercise the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender' is excrity will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security this unent is acceptable to Lender.

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

table Rate Rider.	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.			
(Seal)		Santa (Seal)	1 America	
Borrower		Borrower	SAMUEL PARKER	
(Seal)		(Seal)		
Borrower		Borrower		

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