

UNOFFICIAL COPY

BOX 222-CG
PLEASE RETURN TO: - COOK COUNTY, ILLINOIS
HORIZON FEDERAL SAVINGS BANK
1131 CHICAGO AVENUE
EVANSTON, IL. 60202.

69523107

89523107

(Space Above This Line For Recording Data)

5202924

\$16.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 23, 1989**. The mortgagor is **JANE A. HUNGER, A SPINSTER & JACK E. HUNGER, MARRIED TO HELENE K. HUNGER** ("Borrower"). This Security Instrument is given to **HORIZON FEDERAL SAVINGS BANK**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **1210 CENTRAL AVENUE, WILMETTE, ILLINOIS 60091**. Borrower owes Lender the principal sum of **TWO HUNDRED SIXTYEIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 216000.00)**. 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 on **NOVEMBER 01, 2019**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

LOT 42 AND THE WEST 1/2 OF LOT 43 IN BLOCK 9 IN GROSS NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 IN SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX #: 14-19-434-016-0000

which has the address of **1715 W MELROSE STREET** **CHICAGO**
(Street) (City)
Illinois **60657** **(Zip Code)** ("Property Address")

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

MD 176

ILLINOIS—Single Family—FHA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83
44713 SAF SYSTEMS AND FORMS
CHICAGO, IL

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707

This instrument was prepared by: HORIZON FED. SAVINGS BANK, 1131 CHICAGO AVE., EVANSTON, IL, 60202

Nonary Public
.....

(GRADY)

My Commission Expires:

Witness my hand and official seal this day of 19.....

(See, the, they)

THIRY
..... executed said instrument for the purposes and uses herein set forth.
AND HELEN K. HUNGER, MARRIED TO
have executed same, and acknowledged said instrument to be IHEIR
before me and is (are) known or proved to me to be the person(s) who has informed of the contents of the foregoing instrument,
..... JANE A. HUNGER, A SPINSTER & JACK E. HUNGER, MARRIED TO HELEN K. HUNGER, personally appeared
Nonary Public to said said conveyance and states do hereby certify that

COUNTY OF

STATES OF

[Specify below the date for acknowledgment]
JANE A. HUNGER
.....
Helen Hunger
.....
[Seal]
MORTGAGE BUT SOLELY FOR THE PURCHASE
OF MAINTAIN ANY AND ALL MARITAL AND
HOMESTEAD RIGHTS.

JANE A. HUNGER
.....
[Seal]
BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security
Instrument and in any addendum thereto and recorded with it.

Other(s) [Specify] RELEASE FOR RIDER

Graduated Payment Rider Planned Unit Development Rider

Adjustable Payment Rider Condominium Rider 2-4 Family Rider

Instrument (Check applicable boxes)

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the co-signants and agreements of each such rider shall be incorporated into and shall amend and
supplement this Security Instrument as if the rider(s) were a part of this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
instrument and reassignable liens, fees, and claim to the sums secured by this Security instrument.

costs of management of the property including those past due, any rents collected by Lender or the receiver shall be applied first to paymenet of the
appointed receiver) shall be entitled to center 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 paymenet of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall
but not limited to, reasonable attorney fees and costs of title insurance.

20. Lender in Possession. Upon acceleration under paragraph 19 of 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 judge)
but not limited to, reasonable attorney fees and costs of title insurance.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice to repossess, Lender at its option may require immediate payment in full of all sums secured on or
extinction of a default or any other deficiency of Borrower to accelerate the right to sell or foreclose. If the default is not cured on or
before the date specified in the notice to repossess, Lender to accelerate the right to sell or foreclose. The notice shall further
inform Borrower of the right to repossess after acceleration and sale of the property. The notice shall further
secured by this Security instrument, foreclose by judicial proceeding and sale of the property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
and (c) a date, not less than 30 days from the date the notice is given to Borrower to cure the default must be given;

unless applicable law provides otherwise). The notice shall specify: (a) the date required to accelerate; (b) the action required to cure the
breach of any covenant in this Security instrument (but not prior to acceleration unless paragraphs 13 and 17
apply); (c) the notice shall give notice to Borrower prior to acceleration following Borrower's

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

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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 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 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. 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 sums 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, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** 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 owing 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 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 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 existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, 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 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 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 that 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 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remitiate. If Lender fails to receive payment in the case of acceleration under paragraphs 15 or 17, Lender shall file a complaint in court of record against Borrower, and Lender may sue in any court of competent jurisdiction to require payment. Lender may sue in any court of competent jurisdiction to require payment of sums due and owing to Lender. Lender may sue in any court of competent jurisdiction to require payment of amounts due and owing to Lender.

19. Payment by Lender. If Borrower fails to pay the sums secured by this Note without notice of demand on Borrower, Lender may make any necessary arrangements for payment of such sums to Lender. Lender may sue in any court of competent jurisdiction to require payment of such sums to Lender.

20. Costs of Collection. If Lender sues to collect payment of this Note, Lender shall be entitled to recover all costs of collection, including attorney's fees, from Borrower.

21. Legal Expenses. Lender may sue in any court of competent jurisdiction to collect payment of this Note, and Lender may sue in any court of competent jurisdiction to collect payment of amounts due and owing to Lender.

22. Legal Expenses. If Borrower fails to pay the amount due and owing to Lender, Lender may sue in any court of competent jurisdiction to collect payment of such amount, and Lender may sue in any court of competent jurisdiction to collect payment of such amount.

23. Costs of Collection. Lender may sue in any court of competent jurisdiction to collect payment of such amount, and Lender may sue in any court of competent jurisdiction to collect payment of such amount.

24. Payment by Lender. If Borrower fails to pay the amount due and owing to Lender, Lender may sue in any court of competent jurisdiction to collect payment of such amount.

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45. Payment by Lender. If Borrower fails to pay the amount due and owing to Lender, Lender may sue in any court of competent jurisdiction to collect payment of such amount.

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IN COMMISSION FOR APR 15, 1961.	NOTARIAL ACTS CERTIFICATE NUMBER
REGISTRATION NUMBER	OFFICIAL SEAL

78
Date 30/4/1961

(See, etc., etc.)
SHE

before me this 30th day of April, 1961, personally appeared **JAMES A. HUNGER, A SPUNSTER**, who, being duly sworn, deposes and says that he is (are) known to him to be the person(s) whose name(s) are subscribed to the within instrument, and that he has read the contents of the same; contains nothing untrue to his knowledge and belief, and is made under his own free will and without any threats, promises or inducements.

True and correct

Case No. 33107

County Clerk

STATE OF

NEW YORK

My Commission Expires March 31, 1962
Notary Public State of New York
HUGH J. GOLDIE SR.

39

70

A/C

(See, etc., etc.)

(See, etc., etc.)
SHE

before me this 30th day of April, 1961, personally appeared **JACK E. HUNGER**, married to **Helen K. Hunger**, who, being duly sworn, deposes and says that he is (are) known to him to be the person(s) whose name(s) are subscribed to the within instrument, and that he has read the contents of the same; contains nothing untrue to his knowledge and belief, and is made under his own free will and without any threats, promises or inducements.

True and correct

STATE OF

NEW YORK

My Commission Expires March 31, 1962
Notary Public State of New York
HUGH J. GOLDIE SR.

Case No. 33107
Date 19.4.61
A/C

(See, etc., etc.)

SHE

before me this 19th day of April, 1961, for the purposes above written as cert.

before me this 19th day of April, 1961, personally appeared **HELEN K. HUNGER, JACK E. HUNGER**, a Notary Public in this state, do hereby certify that

Lorraine

STATE OF

NEW YORK

My Commission Expires March 31, 1962
Notary Public State of New York
HUGH J. GOLDIE SR.

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2-4 FAMILY RIDER
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 23 day of OCTOBER 19 89, 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 HORIZON FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1715 W MELROSE STREET

CHICAGO
(Property Address)

IL 60657

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

JANE A. HUNGER

JACK E. HUNGER

(Seal)
Borrower

(Seal)
Borrower

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3 9 5 - 1 - 7

RELEASE FEE RIDER

10/23/89

5202924

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

1715 W MELROSE STREET
CHICAGO IL 60657

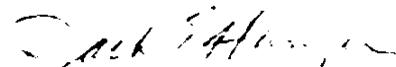
Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.


Borrower JANE A. HUNGER


Borrower JACK E. HUNGER

53523107