PREPARED BY UNOFFICIAL COPY) 1

LAND DOCUMENT SERVICES 925 NORTH PLUM GROVE ROAD SCHAUMBURG, ILLINOIS 60173 89262191

KELLY BENEDETTI

414.00

BOX 260

#4444 TRAN 0096 06/09/89 10:52:00 #1867 # D =- 69-282191 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

89262191

THIS MORTGAGE ("Security Instrument") is given on MAY 30, 19 89 The montgagoris DAVID A. SUTTON AND MAUREEN P. SUTTON, HIS WIFE

("Borrower") Thir Security Instrument is given to PIRST OF AMERICA BANK GOLF MILL

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is

9101 GREENWOOD ANNUE, NILES, ILLINOIS 60648 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100

Dolle, s (U.S. \$ 103,500.00

). This debt is evidenced by Borrower's note

dated the same date as this Security Instrurtent ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1ST, 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 Borr wer'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 29 IN BLOCK 6 IN OLIVER L. WATSON'S MONTROSE BOULEVARD ADDITION, BEING A SUBDIVISION OF THE SOUTH 40 ACRES OF THE NORTHWEST 1/2 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 17. EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. ILLINOIS. Clark's Office

PERMANENT INDEX NUMBER: 13-17-118-006

which has the address of

4439 NORTH MOBILE,

CHICAGO

Illinois

("Property Address");

TOGETHER WITH all the improvements now or bereafter 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 covenagts with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Form 3014 12/83

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

· 6 (1L) (8707)

	2	. •
Hotary Public		"**OFFICIAL SEAL" ANDREW P. MAGGIO, JR. Notary Public, State of Minis My Commission Expires 11/25/92
		Commission expires:
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90 7001		forth.
set, for the uses and purposes therein	The free and voluntary	sa unamuntani bias ant baravitab bna ban
		bscribed to the foregoing instrument, appear
		That he hip hip personally
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	wer and recorded with it.	orica 🐧 ostuoska (2) executed to fine uriority
covenants contained in this Security	bus aures off of asserga bus a	ВУ ЗІОИІИО ВЕГОМ, Вогготет весеры
		Other(s) [specify]
19	Planned Unit Development Ride	Graduated Palment Rider
2-4 Family Rider	Jebi R muinimobno	
Borrower and recorded together with incorporated into and amend and	one or more riders are executed b d llade rabit doue dass to strams	23. Refer to this Security Instrument. If a Source of the Security Instrument. If a Source of the Spice of th
	er shall pay any recordation costs.	strament without charge to Borrower. Borrows \$22. Waiver of Homestead. Borrower waive
s Security instrument.	nd then to the sums secured by this	eiver's bonds and reasonable attorneys' fees, an 23. Release . Upon payment of all sums
der (in person, by agent or by judiciany is the Property and to collect the rents of er shall be applied first to payment of the limited to, receiver's fees, premiums on	non under paragraph 19 or aband stion following judicial sale. Lend on take possession of and manage collected by Lender or the receive cion of rents, including, but not i	t not limited to, reasonable attorneys' fees and 20. Lender in Possession. Upon acceleratior to the expiration of any period of redemppointed receiver) shall be entitled to enter upo Property including those past due. Any rents sta of management of the Property and collective of management of the Property and collective of the Property of the Pr

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender shall give notices to Borrower 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 Borrower, by which the default must be cured 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-before the default or any other defense of Borrower to acceleration and foreclosure. If the default on any other defense of Borrower to acceleration and foreclosure. If the default of any 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 any foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in parsuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in parsuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in parsuing the remedies provided in this paragraph 19, including.

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

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instrument. Uniess Borrower and Lender agree to other terms of payment, these amounts shall bear interest from and sit parupae a service de la company of the service addition to the service addition to the service and the service and ser

Lender may take action under this paragraph 7, Lender does not have to do so. instrument, appearing in court, paying reasonable attorneys, fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights render's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Protection of Lender's Rights in the Property; Mortgage Insurance. 1f Borrower fails to perform the

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

Instrument immediately prior to the acquisition.

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

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The in day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the priseries to repair or restore of the Property damaged, if the restoration or repair is economically leasible and Lende & security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, inc insurance proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any excess paid to Burrower. If Botrower abandons the Property, or does not answer within 30 days a notice from Lender i.a. the msurance carrier has offered to satile a claim, then I ender may easile a claim.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower shall be applied to restoration or repair.
Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair Conder shall have the right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard in strange clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borro ver subject to Lender's approval which shall not be rednices insurence. This insurence shall be maintained in the form extended out the periods that Lender requires the 5. Hazard Insurance. Borrower shall keep the improventa now existing or hereafter erected on the Property

of the giving of notice. the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Bortower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days agreement antialactory to Lender subordinating the Work this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation a cared 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 opning or or defends against enforcement of the lien or forfeiture to way that the provent the enforcement of the lien or forfeiture to many and the provent of the lien or forfeiture to many and the lien Borrower shall prompily discharge and lien which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments. pay them on time directly to the perion cwed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, if Borrower shad promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Horrower shall

paragraphs I and 2 sha i be applied; first, to late charges due under the Mote; second, to prepayment charges due under the Mote; 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, lines and impositions attributable to the Property which may attain prior ty over this Security Instrument, and leasehold payments or ground rents, if any.

3. Application of serments. Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security Instrument

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

Upon hydrient in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds help by), ender. 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 the immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any immediately as a series of the Property or its acquisition by Lender, any Funds held by Lender at the time of any immediately as a series of the Property or its acquisition by Lender, any Funds held by Lender at the time of any immediately as a series of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Lender at the series of the lender of the lender and the lender at the time of the lender and the lender at the

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

this Security Instrument

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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Lender may agree in writing that inferest shall be paid on the Funds. Unless an agreement is made to applicable law Lender pays Borrower interest on the Punds and applicable law permus Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow, items, unless aruje ubence (including fendet it fendet is snep un institution). Fendet spun abble the frund of pay the esecusing use The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

zmeti worsee estuli lo estamitee eldanoraet bua atab trestucilo elead morigage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the jenscyoją budancuje ok klonuą senje od tye Broberty, il any: (c) yearly hazard insurance premiums, and (d) yearly one-twelth of: (a) yearly taxes and assessments which many attain priorily over this Security Instrument, (b) yearly 2. Funds for Taxes and insurance. Subject to applicable law or to a written saiter by Lender. Horrower shall pay to Lender on the day monthly payments are due under the Rote, until the Rote is paid in full, a sum ("Funds") equal to consists of the lander on the day monthly payments are due under the Rote, until the Rote is paid in full, a sum ("Funds") equal to consists of the lander of the Rote is paid in full.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

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 abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or cettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an orized 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. Borrower Fot Released; 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 commence 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 Bon ower'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 Boyad; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefath; 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) i. c)-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the farms 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 te jard 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 loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then the charge to the permitted limits, and (c) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limits, and (c) any such loan charges collected from Borrower.

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 in trument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the sept specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument's half 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 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 v hen given as provided in 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 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 transfer of the Property or any tra

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.

ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30TH day of MAY , 1989, 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 Adjustable Rate Note (the "Note") to FIRST OF AMERICA BANK GOLF MILL, 9101 GREENWOOD AVENUE, NILES, ILLINOIS 60648 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4439 NORTH MOBILE, CHICAGO ILLINOIS 60630

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 Leader further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.125%. The Note provides for changes in the interest rate and the monthly payments, as fellows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE IST, 19 94, and on that day every 12th month thereafter. Each day on which my interest rate could change is called a "Change Date."

(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 securities 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 Holde, will choose a new index which is based upon comparable information. The Note Holder will give me notice of his choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750 %) 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 until the next Change Date.

The Note Holder will then determine the amount of the monthly pryment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on 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 menthly 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 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 (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 transferce as if a new loan were being made to the transferce; 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.

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.

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-Borrower	SUTTON, HIS WIFE	MAUREEN P.
(Seal)	Sinciani	MONNON
newornod.		
(Seal)	CA!	600.00
		70/

Rate Rider.

further notice or demand on Borrower.

Dunit Clark's Office BY SIGNING BELOW, Borrower accepts and agree to the terms and covenants contained in this Adjustable

prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without within which Borrrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

UNOFFICIAL COPY