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OOK COUNTY, ILLINOIS FILEO FOR RECORD 1990 SEP 17 PH 3: 12

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THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 1001 S. WASHINGTON ST. NAPERVILLE, IL 60566

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390503720

MORTGAGE

17.00

THIS MORTCAGE ("Security Instrument") is given on SEPTEMBER .1.7.TH
Federal Saving Pack ("Borrower"). This Security Instrument is given to Mid America , which is organized and existing
under the laws of
Borrower owes Lender the principal sum ofTWO. HUNDRED .FORTY. THOUSAND .AND. NO/100
dated the same date as this Security 'nstrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable onOCTOBER. 1ST2020 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 a context of 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 our pose, Borrower does hereby mortgage, grant and convey to Lender
the following described property located in
LOT 177 AND THE NORTH 1/2 OF LCT 178 IN SPRING GARDENS, A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2

OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NCIA CONTRO NORTH, RANGE 12 EAST OF THE THIRD I'R INCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

P.I.N. 18091180210000

which has the address of ... 730 SOUTH SPRING (Street)

Illinois60525 [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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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sale; Lender (in person, by agent or by judicially and at any time asle; Lender (in person, by agent or by judicially the manage the Property and to collect the rents of the receiver shall be applied first to payment of the put not limited to, receiver's fees, premiums on g, but not limited to, receiver's fees, premiums on	Letration, under paragraph 1 demotron following judicial trupon, take possession of a rent contact of a feet of a fe	to, lo, borner, lo incinitation alto, prior of the control of the
tower prior to acceleration following Borrower's and include paragraphs 13 and IV of the default; (b) the action required to cure the at the Borrower, by which the default must be cuted; in the notice may vesult in acceleration of the sums find solice may result in acceleration of the sums find to assert in the foreclosure proceeding the nonmand foreclosure. If the default is not cured on or simmediate payment in full of all sums secured by this Security Instrument by judicial proceeding, in a full of all sums secured by immediate payment in full of all sums secured by immediate provided in this paragraph 19, including, remedias provided in this paragraph 19, including,	to the first section of the section	that in Income organization to the self of the final to the self of the self o

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is 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 in an horized 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 Ler der 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 'vo 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 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 am artization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the elercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benral the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 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 (2) 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 limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then (2) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then (2) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then (2) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then (2) any such loan charges shall be reduced by the amount necessary to reduce the charges to the permitted limits, then (2) any such loan charges shall be reduced by the reduced by the amount necessary to reduce the charges to the permitted limits,

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the new specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumer, 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 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 Lei der when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal av 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 and 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

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

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

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

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. in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security using the properties of the Property of and pay for whatever is necessary to protect the value of the Property and Lender's rights 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 condents in the Property and Lender's rights in the Property and Lender's rights.

tee title aball not merge unless Lender agrees to the merger in writing. 6. Preservation and Malatenance of Property; Lesseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a lesschold, Borrower shall comply with the provisions of the lesse, and if Borrower sculies fee title to the Property, the lessehold and

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1 at the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the property or to pay sums secured by this Security Instrument, whether or not then due. It all the period will begin applied to the sums secured by this Security Instrument, whether or not then due, w. n and excess paid to Borrower. If restoration or repair is not economically lessible or Lender's security would be lessered, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Bc. (cm 27. all receipts of paid premiums and renewal notices. In the event of loss, Box ower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender iequ res, Borrower shall promptly give to Lender

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

6. Hearral lessurance. Borrower shall keep the i npr vements now existing or hereafter erected on the Property insurance that hazards included within the term, extended coverage" and any other hazards for which Lender requires insurance shall be maintained in the provided that Lender requires. The insurance shall be chosen by Borrow it subject to Lender's approval which shall not be insurance shall be chosen by Borrow it subject to Lender's approval which shall not be

of the giving of notice. the Property is subject to a lien which may attain pur dity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet to take one or more of the actions set forth above within 10 days prevent the enforcement of the lien or forfeitur. O' any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender abordinating the liet to this Security Instrument. If Lender determines that any part of Borrower shall promptly discha 'ge'ny lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation excured 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

receipts evidencing the payments. to be paid under this paragraph. If & .r.wer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the parton owed payment, Borrower shall promptly furnish to Lender all notices of amounts of Cherges, Lieue. Burower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain part rity over this Security Instrument, and lesschold payments or ground rents, if any & Borrower shall pay these obligate at in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall of the contract of

application as a confit gainst the sums secured by this Security Instrument.

3. Application as a confit specified and the secure of the security instrument.

paragraphs I and I at all b applied first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; third, to amount, says to under paragraph 2; fourth, to interest due; and last, to principal due.

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

Upor, or yment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds had on Lender. It under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately refor to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

The amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to at Borrower's option, either promptly repaid to Borrower or monthly payments of Funds. If the amount of the Funds half be, and sufficient to pay the escrow items when due, Borrower or 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

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums secured by kender 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 for the Funds and interest or earnings on the Funds. Lender requires interest or earnings on the Funds. Lender requires interest or earnings on the Funds. Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

mortgage insurance practiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly issued payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly 2. Funds for I axes 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 is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Lender covenant and Late Charges. Borrower shall promptly pay when due



(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this17.THday ofSEPTEMBER
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") toMIDAMERICA FEDERAL SAVINGS BANK
(the "Lender") of the same date and covering the property described in
the Security Instrument and located at:

730 SOUTH SPRING, LA GRANGE, ILLINOIS 60525
[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 KATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of9.250%. 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 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 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

Before each Change Date, the Note Holder will calculate my new interest rate by adding .TWO.AND..THREE....

OUARTERS............... 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 mont'ny 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 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 AND NO LESS THAN 9.500%

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 monthly 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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(C) Calculation of Change's

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BY Signing Below: Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

or demand on Borrower.

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