RECORD AND RETURN TO: METROPOLITAN FINANCIAL MORTGAGE CORPORATION 1000 E. WOODFIELD ROAD-SUITE 240

30464734

ce above This Line For Recording Data).

MORTGAGE 0057476299 THE TERMS OF THIS LOAN CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Socurity Instrument") is given on SEPTEMBER 20 1990 The mortgagor is WENDY C. MARTIN, DIVORCED NOT SINCE REMARRIED

This Security Instrument is given to METROPOLITAN FINANCIAL

, which is organized and existing upder the laws of , and whose address is  $425\ ROBERT\ STREET\ NORTH,\ SUITE\ 500$ MORTGAGE CORPORATION THE STATE CI MINNESOTA I't.ender 'L

ST. PAUL, MINNESOTA 55101-2019

SCHAUMBURG, ILLINOIS 60173

Borrower owes Lendy the principal sum of FIFTY THOUSAND FOUR HUNDRED AND 00/100

50,400 00 ). This debt is evidenced by Borrower's note deted the same date as this Dollars NJ.S. \$ Security Instrument ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and payable on OCTOBER 1, 1997. This Security Instrument secures to Lender: (a) the repayment of the dobt evidenced by the Note, with interest, and of 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 is) the performance of Borrower's covenants and agreements under this Servity 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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

DEPT-01 RECORDING \$17.0 Tell11 TRAN 6707 09/24/90 15:15:00 90597 ま ム モータロー464734 COOK COUNTY RECORDER



07-30-300-008-1019

1331 KINGSBURY DRIVE-UNIT 1 which has the address of (Street)

PANOVER PARK (Cris)

Missis

60103

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all elsements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and sinilatures 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.

UNIFORM COVENANTS Borrower and Lender govenant 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.

90464734

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Sorrowerts) Initials: W.C.W 10-264 Per. 10/65 14664

Page 1 of 4

Form 3014 12/83 Amended 5/87

DPS 420

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as Londor agrees to the merger in willing.

mply with the provisions of the lease, and if Borrower acquires fee title to the Property, the s no si memuriani yilinese sisi il imane montriorule or commit in this Security instrument is on a PRESENVALUE ALS MANITEMANNES of SHEEPING STATES LEADING DE BOYTOWER STAN BOL destroy, demans or malification and or mainty bladelines.

from dements in Property grior to the securities shall pres to United and extent of the same secured by this Security postpose due date of the mount of the training to kend to in punamer's right to any insurance policies of the parameter resulting. to breake for fleric indicating of absenced to notheatings was gailling at earlies as actual and removable to notheatings.

restors the Property or to pay some secures by this Security instrument, whether or not then due. The 30-day period will offered to settle a claim, then Leader stay sollies the bearence proceeds. Lender may use the our seeds to repair or an absendance the Propurby, or does not necessary within 30 days a notice from Landor that bis insurance carrier has applied to the same secured by this Seauchy Instrument, whether or not then due, with any externs to Borrower. If ed tissis abscorpt constant is not secondaries or Lender's security would be tessend, that Long proceeds at the basis of t the invoyently demograf, if the technicities or repair is economically feasible and Lander's Lagrang is not lessened. If the Unless Lendar and Serrower otherwise agree in writing, insurance proceeds shall be up the to restoration or repair of

sarrier and Lander. Lander may make proof of loss it not made promptly by Borrower: receipts of paid premiums and conserval mediens. In the event of loss, Borrower shall premit nothes to the insurance shell have the right to hald the policies and renovate. If Lender requires, Borrower shall promptly give the Lender all top policies and sonewals shall be asseptible to Leader and shall is all and sonewals shall be asseptible to Leader

ed for list's foldw involges shekes, of foe des reworned yet needen ed lists somewent aft gribbinery refrass comme requires insurance. This insurance shall be maintained in the emonity and for the periods that bunder requires. This Towns against loss by fire, hexards included willing the term "extenses" and any other hazards for which Lender

identifying the item. Berruwer shall exitaty the tien or take or more of the actions set torth above within 10 days of the Property is subject to a flow which may attain priority over 1945 Security instrument, Lender may give forrower a notice to freq yes best contained to be a security instrument. If Lendor determines that on part of are east of the teams of the liter or forteither of any property; or tol secures from the holder of the line and talls the item by, or defende sentencement to the first in, legal proceedings which in the Lender's opinion operate to in writing to the payment of the obligations so wild by the item in a manner acceptable to Lender; this contexts in good goments that are all the action and lies a his first over this Security instrument unless Borrower. In agrees

time directly to the person ewed payer of Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower shall promptly furnish to Lender recuipts no ment yes these southests in the men are provided in perspense, or it not had in that memory. Borrower shall pay them on nothern the test of the priest of the Beauth Inches sents or ground rents, if any. Borrower myaq blodessel bra Just Marke, third, to empression to ander paragraph 2; fourth, to inferent due; and last, to principal due.

and suppose it and a shirt on each first, to late along some other first folcs; second, to proportioned along an under the ATMENTALE OF THE PARTY OF THE PROPERTY INTERPRETATION OF PROPERTY OF THE PROPE

bediately prior by the sale of the Property or its asquisition by Lender, any Funds held by Lender at the Cime of Funds hald by Legic, Munder paragraph 18 the Property is said or ecquired by Lender, Lender shall apply, no later than Upon paying this of all sense secured their security instiment, Lender shall promptly refund to Sorrower any

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nount of the Funds held by Lendor is not sufficient to pay the scarow stems when due, Borrower shall pay to Lendor any Borrower's option, sittles promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the se, set that escare, while account the pay and control to pay the core when due, the cases that be, set unt of the Funds held by Leader, together with the tribure monthly poyments of Funds payable prior to the due

Smorthard yith Saudes and the placest and total for the form and the forman and the formation of the Saudest of the formation of files are securified to the fund altered and of the funds and the propose to the presence of the principle of the principl Lender shall not be required to pay Borrower any internst or earnings on the Funds. Lender shall give to Borrower, without writing that interest shall be paid on the Funds. Unless as agreement is made or applicable law requires interest to be paid, reputing service shell not he attenge for the purposes of the presents semisor. Bottower and Lender may agree in xet Inebnequent ne to teco ent yeq of Inemuritani Wiruced sid ofmi gnivelne a'seworsed ettw Austreance ni rebne. Yel Condex pays and a charact on the Funds and applicable law permits Lender to make auch a charge. A charge assessed Londer may aust sheeps for holding and applying the funds, analyzing the secount or verifying the escrow items, unless smest wasses oft yea at short oft-types floris medicalitations as done of tobard traducting the security than the contraction items. to latebel a yd bestnateur, to betuent one minim to almusees to allegeb after albut and its blad ad flade abund off

insurence premiums, it any. These items are called "eastern items." Lender may colimate the Funds due on the basis of current data and respondite estimates of future corrent items. efeligions Apresia de que per partir qui partir qui heraja parten que conserve de proprieta de que (q) Areaja montelese Appending the second of the se of laupe ("funds") once a, flut in blod of oloth and little , and seek are streamfor the Section to the section of the section of the section of the section waiver by Lender, Borrower shall pay

## UNO FEI CHIAM TOET

THIS CONDOMINIUM RIDER is made this

day of SEPTEMBER

1990

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 METROPOLITAN FINANCIAL MORTGAGE CORPORATION

(the "Lender")

of the same data and covering the Property described in the Security Instrument and located at:

#### 1331 KINGSBURY DRIVE-UNIT 1, HANOVER PARK, ILLINOIS 60103 (Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as. LARKSPUR

#### (Name of Condominium Project)

tthe "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Gwners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the coverants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Condom nitm Obligations. Borrower shall perform all of Sorrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project: (ii) by-laws, (iii) code of regulations, and (iv) office aguivalent documents. Borrower shall promptly pay, when due, all due x/n/2 assessments imposed pursuant to the Constituent Documents.
- 8. Hazard Insurvice So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" polici on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for inciperiods, and against the hazards Lender requires, including fire and hazards included within the term "extended cover .gr," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hizzard insurance on the Property; and
- (ii) Borrower's obtigation unlier Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liabilty insurance policy accordate in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or cities for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casually or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents (City provision is for the express benefit of Lander:
  - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public liability insura co coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, the it inder may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower descured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear in carust from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lendar to Bo rever requesting payment.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Wondy C. Martin	(Seal)
WENDY C. MARTIN	-Borrower
<u> </u>	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Seaf)
	-Borrower
	(Sign Original Only)

DPS 044

# UNOFFICIAL COPY

Property of Cook County Clerk's Office



" THIS BALLOON RIDER is made this 20TH day of SEPTEMBER , 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to METROPOLITAN FINANCIAL MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1331 KINGSBURY DRIVE-UNIT 1
HANOVER PARK, ILLINOIS 60103

(Property Andress)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note. Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows idespite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL PIGHT TO REFINANCE

At the matricity late of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of OCTOBER 1 , 2020, and with an interest rate equal to the "New Note Rate" determined in accurance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Opinion"). If those conditions are not met, I understand that the Note Holder is under no obligation to retinance or modify the Role on to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend ms. It a money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my marking payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) of ner than thet of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

#### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage (point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day ".a". The Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not explicable, the Note Holder will determine the New Note Rate by using comparable information.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not pleaser than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) are rue 4 but unpaid interest, plus (c) all other sums 1 will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Paterin equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every means and the New Note is fully paid.

#### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are mr. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 store, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the facturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

ms and covenants contained in this Balloon Rider.	is and agraes to the terr	BY SIGNING BELOW, Borrower accep
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Borrowe	Soffower	WENDY C. MARTIN
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## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

Any amounts disbursed by tende under this paragraph 7 shall become additional dest 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.

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 settly. I claim for damages, Borrower fells to respond to Lender within 30 days after the date the notice is given, Lender is sufficient 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 Birrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of this monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. BORROWER NOT N'. LASED; 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 over ite 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 amortization 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 weiver of or preclude the exercise of any right or remedy.
- 11. SUCCESSORS and ASSIGNS BOUND JOINT and SEVERAL LIABILITY; CO-signers. The coverants and agreements of this Security Instrument shall bind and berafit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Nor. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property Index 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 already collected 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 reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 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 remediate permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps appointed in the second paragraph of paragraph 17.
- 14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be give i by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice rock be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lond'er shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Birrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when giv in 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 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 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 domand on Borrower.

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