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OOK COUNTY, ILLINOIS 1908 197 -1 PH 12: 10

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#### MORTGAGE

TRUS MORTGAGE 19 90 . The mortg ager is

2-5-2-4

("Security Instrument") is given on

APRIL 30

JESUS MAGDALENO AND MARIA A. MAGDALENO, HIS WIFE \$16.00

("Borrower"). This Security Is at amont is given to DELAWARE CORPORATION

FIRST NATIONAL MORTGAGE EXCHANGE INCORPORATED, A

which is organized and existing under the laws of

THE STATE OF DELAWARE

, and whose address is

26 JOURNAL SQUARE, JERSLY CITY, NEW JERSEY 07306

("Lender").

Borrower owes Lender the principal sum of THTRTY ONE THOUSAND AND 00/100-----

----- Dollars (U.S.\$ 31 000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for routhly payments, with the full debt, if not paid earlier, due and payable on MAY 01, 2005 This Security In tramont secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and mod!", wilnes; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; any to the performance of Berrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower dies hereby mertgage, grant and convey to Lender the following described proporty located in COOK County. Ulinois:

PIN 20-07-115-023-0000. SEE ATTACHED LEGAL DESCRIPTION.

LOT 36 IN JOSEPH F. TRISKA AND COMPANY'S RESUEDING PART OF BLOCKS 37 AND 38 IN CHICAGO UNIVERSITY SUBDIVISION IN SECTION 7. TOWNSHIP 38 NORTH RANGE 14 EAST OF THE PHIRE PRINCIPAL AER LOTATION COOK COUNTY. ILLINGIS. ACCORDING TO SAID RESUDDIVISION RECEROED DECEMBER 10+ 1914 AS DOCUMENT NUMBER 55460628IN COOK COUNTY INTERPRE

which has the address of

2140 WEST SOTH STREET

(Hireat)

CHICAGO

Illinola

60609 (Xin Code)

("Property Address"):

TOGETHER WITH all the improvements new 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 new or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the faregoing is referred to in this Security Instrument as the "Proporty."

BORROWER COVENANTS that Borrower is inwfully selsed of the estate hereby conveyed and has the right to mertgage, grant and convey the Proporty and that the Proporty is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

ILLINOIS-Single Family. FNMA/FHLMONNIFORM INSTRUMENT

Page 1 of 4

Hurks & Associates, P.C. - Ulssing Borvices Division

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MARIA

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UNIFORM COVENANTS. Borower and Londor upon int an agric of fill war.

1. Payment of Principal and Love of Propagment and late Charges Dorr were that promptly pay when due the principal of and Interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

3. 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 ever this Security Instrument; (b) yearly leasehold payments or ground routs on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance promiums, if any. These items are called "escrew items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrew 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 Londer is such an institution). Londer shall apply the Funds to pay the escrew items. Londer may not charge for helding and applying the Funds, analysing the account or verifying the escrew items, unless Londer pays Borrower interest on the Funds and applicable law permits Londer to make such a charge. A charge assessed by Londer in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the purposes of the proceeding sentence. Borrower and Londer 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, Londer shall not be required to pay Borrower any interest or carnings on the Funds. Londer 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 hold by Londor, together with the future monthly payments of Funds payable prior to the due dates of the escrew items, shall exceed the amount required to pay the escrew items when due, the excees 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 Londor is not sufficient to pay the escrew items when due, Borrower shall pay to Londor any amount necessary to make up the deficiency in one or more payments as required by Londor.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Borrower any Funds held by Londor. If under paragraph 19 the Property is sold or acquired by Londor, Londor shall apply, no later than immediately prior to the sale of the Property or its acquisition ry Londor, any Funds held by Londor 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 Londor under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to propayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and lest, to principal due.

4. Charges, Liens. Barrower shall pay of taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and casehold payments or ground rents, if any. Berrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Berrower shall pay them on time directly to the person ewed payment. Berrower shall promptly furnish to Lender all not see of amounts to be paid under this paragraph. If Berrower makes these payments directly, Berrower shall promptly furnish to Lender accepted evidencing the payments.

Borrower shall promptly discharge any lion which his rejority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lion 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  $\rho_{ab}$  oment satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is which to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower and a 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 less 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 withhold.

All insurance policies and renewals shall be acceptable to Lender and shall include a sundard mortgage clause. Lender shall have the right to held 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 less, Borrower shall give prompt notice to the insurance carrier and Lunder, Lender may make proof of less 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 lessented. 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 cusurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay some 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 instance 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 falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londer's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or to enforce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Londer's rights in the Property. Londer's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer does not have to do so.

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

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If Londor required mortgage instruction of making the last section by this Bearity instrument. Borrower shall pay the premiums required to maintain the insurance in secondance with Borrower's and Londor's written agreement or applicable law.

8. Inspection. Londor or its agent may make reasonable entries upon and inspections of the Property. Leader 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 ciaim for damages, direct or consequential, in connection with say 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 Berrower. In the event of a partial taking of the Property, unless Berrower and Leader 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 Berrower.

If the Property is abandened by Berrawer, or if, after notice by Londer to Berrawer that the condemner effect to make an award or settle a claim for damages, Berrawer falls to respond to Londer within 30 days after the date the notice is given, Londer is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Union Londer and Borrower athorwise 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 I and 2 or change the amount of such payments.

10. Barrower Not Relansed; Forbearance By Lender Not a Waiver. Extension of the time for payment or medification of americation of the sums secured by this Security Instrument granted by Lender to any successor in interest of Berrower shall not operate to release the liability of the original Berrower or Berrower's successors in interest. Lender shall not be required to commence proceedings against any successor in reterest or refuse to extend time for payment or otherwise modify americation of the sums secured by this Security Instrument by reason of real domaind made by the original Berrower or Derrower's successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or proclude the exercise of any right or remady.

11. Successors and Assians Bound; Joint and Several Liability; Co-signors. The covenants and agreements of this Security Instrument shall bind and benefit to successors and assigns of Londor and Berrower, subject to the provisions of paragraph 17. Derrower's covenants and agreements shall be juint and several. Any Berrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument or by the mortgage, grant and convey that Berrower's interest in the Property under the terms of this Security Instrument; (b) is not personally abligated to pay the sums secured by this Security Instrument; and (c) agrees that Lendor and any other Berrower may agree to extend, modify for hear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Berrower's consent.

19. Loan Charges. If the loan secured by this descrity Instrument is subject to a law which sets maximum lean charges, and that inw is finally interpreted so that the interest or other can charge collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such lean 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 i mits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal awad under the Note or by making the least payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge, under the Note.

13. Legislation Affecting Londor's Rights. If enactment (rexpiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terror. Londor, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any removier committed by paragraph 19. If Londor exercises this option, Londor shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Berrawer provided for in this Security Institutent shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice san't be directed to the Property Address or any other address Berrawer designates by notice to Londer. Any notice to Londer shall be given by first class mail to Londer's address stated herein or any other address Londer designates by notice to Berrawer. Any notice provided for in this Security Instrument shall be deemed to have been given to Berrawer or Londer when given as provided in this paragraph.

15. Governing Law: Severability. This Socurity Instrument shall be governed by forced 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 give affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

10. 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 Londor's prior written consent, Londor may, at its option, require immediate payment in full of all sums secured by this Security in its interest in it is sold or transferred and Borrower is not a natural person. However, this option shall not be exercised by Londor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Londor exercises this option, Londor shall give Borrower notice of acceleration. The notice shall provide a period of not less than 80 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security fast uniont. If Borrower falls to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower moets 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 centained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These 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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NON-UNIFORM COVENANT). Burlew a said Lando further cogularly an Lagragian Flowing Borrower's breach of any 19. Acceleration: Remedies London shell give nation to Doug were tripe to contract an following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 19 and 17 unises applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to ours the default; (c) a date, not less that 30 days from the date the notice is given to Borrower, by which the default must be sured; and (d) that failure to ours the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcolosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding, Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 10, including, but not limited to, reasonable attorneys' fees and costs of title avidence.

20. Londor in Possession. Upon accoloration under paragraph 10 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Londor (in person, by agent or by judicially appointed receiver) shall be entitled to onter upon, take possession of and manage the Property and to collect the rents of the Property including these past due. Any rents collected by Lander or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable atterneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Ho and bad. Borrower waives all right of homestead examption in the Property,

28. Ridors to this Society Instrument. If one or more riders are executed by Borrower and recorded together with this Security fustrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security has a mont as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

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	Adjustable Rate Kitter		Condominium Rider	2 1-4 Family Rider	
	Graduated Paymont Rider		Pinnad Unit Development Ridor		:
	C Othor(x) (specify)				
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	IING BELOW, Borrower accepts and agrees Borrower and recorded with it.	Cho	orms and covenants contained in the	iis docurity instrument and	in any ridor(*)
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PREPARED BY:

CENTRUST MORTGAGE, INC. MONICA A. SMITH 1251 N. PLUM GROVE ROAD SULTE 105 SCHAUMBURG, IL 60173

STATE OF ILLINOIS COUNTY OF COOK

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT JESUS MAGDALENO & MARTA A. MAGDALENO, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH. THE AND OF APRIL, 1990 GIVEN UNDER

nancy a. De Maar Notary Public, State of Illinois Ty Commission Expires 11/9/85

NOTARY-PUBLIC

Clerk's Office

COPPLIAL HEAL
NAMEY A DE MAAH
Notary Public, State of Illinois
My Commission, Excuse 11 (9/93)

#### 1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 30TH day of APRIL 10 90 and is incorporated into and shall be	
to amend and supplement the Martgage, Doed of Trust or Scourity Doed (the "Scourity Instrument") of the same date given undersigned (the "Borrower") to secure Borrower's Note to	by the
FIRST NATIONAL MORTGAGE EXCHANGE INCORPORATED, A DELANARE CORPORATION  (the "Lander") of the same date and covering the Property described in the Security Instrument and located at: 2140 WEST 50TH STREET, CHICAGO, ILLINOIS 60609	<del></del>
(PROPERTY ADDRESS)	<u></u>
1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Berrower and Lender covenant and agree as follows:	Arthor
A. USE OF PROPERTY, COMPLIANCE WITH LAW. Borrower shall not sock, agree to or make a change in the use of the Project soning classification, unless Lendor has agreed in writing to the change. Burrower shall comply with all laws, ordinances, regulation requirements of any governmental body applicable to the Property.	MITLY OF
B. SUBORDINATE LEVIS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrustical against the Property without Lander's prior written permission.	nont to
C. RENT LOSS INSURANCE. Despower shall maintain insurance against rent less in addition to the other hazards for which insist required by Uniform Covenant 6.	Uranco
D. "BORROWER'S RIGHT TO REINS". ATE" DELETED. Uniform Covenant 18 is deleted.	,
E. ASSIGNMENT OF LEASES. Upon Londor's equest, Borrower shall assign to Londor all leases of the Property and all a deposits made in connection with leases of the Property. Upon the assignment, Londor shall have the right to medify, extend or termin existing leases and to execute new leases, in Londor's a no liseration. As used in this paragraph E, the word "lease" shall mean "sublease Security Instrument is on a leasehold.	áto tho " if the
F. ASSIGNMENT OF RENTS. Derrower unconditionally assigns and transfers to Londer all the rents and revenues of the Property to prome authorizes Londer's agents. However, prior to Londer's Notice to Berrower of Berrower's breach of any covenant or agreement Security Instrument, Berrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lond Berrower. This assignment of rents constitutes an absolute assignment and soft an assignment for additional security only.  If Londer gives notice of breach to Berrower; (i) all rents received by Berrower shall be held by Berrower as trustee for benefit of any applied to the sums secured by the Security Instrument; (ii) Londer shall be neitled to collect and receive all of the rents Property; and (iii) each tenant of the Property shall pay all rents due and unpaid of Londer's agent on Londer's written dem the tenant.  Berrower has not executed any prior assignment of the rents and has not and will not conform any act that would provent Londer exercising its rights under this paragraph F.  Lender shall not be required to enter upon, take control of or maintain the Property before a five giving notice of breach to Bernard to Indexer, Londer or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not core or any default or invalidate any other right or remedy of Londer. This assignment of rents of the Property chall terminate when the debt and the Security Instrument is paid in full.	ony the in the in the er and Lendor of the land to or from rower.
G. CROSS-DEFAULT PROVISION. Borrower's default or broach under any note or agreement in which Londor has an interest sin broach under the Security Instrument and Lendor may invoke any of the remodies permitted by the Security Instrument.	nall bo
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Ri for	· <u>(</u>
	(Ben))
Me Me Me	(Slau))

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Deny of County Clerk's Office