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RECORD AND RETURN TO: MORTGAGE RESOURCE, INC. 1604 CHICAGO AVENUE 60201 EVANSTON, ILLINOIS

MORTGAGE

0057485487

THIS MORTGAGE ("Security Instrument") is given on MARCH 22
The mortgagor is COLEEN REEDY AND KORNEL SIMONS, WIFE AND HUSBAND

, 1991

("Borrower"). This Cacurity instrument is given to MORTGAGE RESOURCE, INC.

which is organized and existing under the laws of

and whose address is 1604 CHICAGO AVENUE THE STATE OF ILLINOIS EVANSTON, ILLIPOIS 60201

("Lender").

Borrower owes Lender the punnipal sum of

ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. \$ 100,000 00 ). To

). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable . This Security instrument secures to Lender: (a) the repayment of the debt evidenced on APRIL 1, 2006 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 parity of this Security Instrument; and (a) the performance of Borrower's covenants and agreements under this Securily instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

COOK
LOT 7 IN BLOCK 16 IN DINGEE'S AUDITION TO WILMETTE IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIND PRINCIPAL MERIDIAN, IN COOK -OUNT CLORAS COUNTY, ILLINOIS.

05-34-207-002

REI TITLE GLURBANTY ORDERT 46 24°

527 WASHINGTON STREET which has the address of (Street)

60091 Illinois

("Property Address");

WILMETTE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all consents, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all includes 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 selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for ancumbrances 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. Sorrower 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.

/FHLMC UNIFORM INSTRUMENT

Sprroweris) Initials: UB-984 Bev. 10/89 14664

Form 3014 12/83 Amended 5/87 **DPS 420** 

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one—twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly lessished payments or ground rents on the Property, if any; (e) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "essrow items.", Lender may estimate the Funds due on the basis of current data and reseonable estimates of future eserow items.

The Funds shell be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender 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 preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lander that not be required to pay Borrower any interest or carnings on the Funds. Lender shall give to Borrower, without started 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 piedged as additional security for the sums secured by this Security Instrument.

dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the F<sub>1</sub>, deheld by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to the deficiency in one or more payments as required by Lender.

Upon payment in fail of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. It ander paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the reperty or its acquisition by Lender, any Funds held by Lender at the time of application as a cradit again to the sums secured by this Security Instrument.

epplication as a gradit again it 'an sums secured by this Security Instrument.

3. APPLICATION of PAYMENT . Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied. First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES: LIENS. Borrower (nal pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes there reyments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which repriority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the II in in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Feourity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Feourity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall estisfy the lien or take one or note of the actions set forth above within 10 days of the giving of notice.

Insured spainst loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance earlier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give o ompt notice to the insurance earrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, incurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Lender's security 35 not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insuring proceeds shall be applied to the sums secured by this Becurity Instrument, whether or not then due, with any excess pair to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the sequisition shall pass to Lender to the extent of the sums secured by this Security Instrument Immediately prior to the sequisition.

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.

PROTECTION of LENDER'S RIGHTS in the PROPERTY; MORTGAGE INSURANCE. If Borrower falls to perform the sovenants 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 bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' face and entering on the Property to make repairs. Although Lender may take action upper this paragraph 7, Lender does not have to do so.

Borrowerie) Initials:

Any amounts disbursed by Lenter under this palagraph, attal decompatitional dallt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer 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, Sorrower 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.

8. 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 Landar 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 falls to respond to Lender within 30 days after the date the notice is given, Lender 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.

Unless Lender and Birrower 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 NOT ACCASED, 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 organize to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to recumence 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 purcussors 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 BOUNC; JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 Noise (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 Listrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest of 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 suchs 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 remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps as entitled in the second paragraph of paragraph 17.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice risell 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 dornower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when diven 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 affect 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 faderal 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 falls 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.

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18. BORROWER'S RIGHT to FEINSTAT. If Borrower in lets below a modified 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, resconsble 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 seceleration under paragraphs 13 or 17.			
Borrower and Lender further sovenant and agree as follows:			
FOLLOWING BORROWER'S BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT 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 ASSET IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE			
OF BORROWER TO ACCELERATION AND FORECLOSURE, 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 (Lener Shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragrant 19, including, but not limited to, reasonable attorneys' fees and costs of			
TITLE EVIDENCE.  20. LENDER in POSSESSION   Upon acceleration under paragraph 19 or abandonment of the Property and at any time			
prior to the expiration of any ported of redemption following judicial sale, Lender (in person, by agent or by judicially			
appointed receiver), shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender, or the receiver shall be applied first to payment of			
the costs of management of the Property and connection of rents, including, but not limited to, receiver's fees, premiums on			
receiver's bonds and reasonable attorneys' false, and then to the sums secured by this Security Instrument.  21. RECEASE. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security			
instrument without shares to Borrower. Borrower s'isi) pay any recordation costs.			
22. WAIVER of HOMESTEAD.   Borrower waives of John of homestead exemption in the Property.  23. RIDERS to this SECURITY INSTRUMENT.   If one or more riders are executed by Borrower and recorded together			
with this Security Instrument, the covenants and agreemen s of each such rider shall be incorporated into and shall amend			
and supplement the sovenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))			
$\mathcal{A}_{h}$			
Adjustable Rate Rider Condominium Rider 1-4 Family Rider			
Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider			
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Graduated Payment Rider  Other(s) (specify)  BY BIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  (Seei)			
Graduated Payment Rider  Other(s) (specify)  BY SIGNING BELOW, Sorrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it.  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)			
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