TOF BANK SAVINGS FSB

55402

IC06105

800 N. HARLEMPAVENUE RIVER FOREST, IL 60305

91145833

MORTGAGE

19 91 , between the Mortgagor, SUSTE J MAGEE, UNMARRIED

(herein "Borrower"), and the Mortgagee, existing under the laws of THE UNITED STATES OF AMERICA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN

, a corporation organized and

(herein "Lender").

18,200.00 WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 18,200.00, h indebtedness is evidenced by Borrower's note dated MARCH 29,1991 and extensions and renewals which indebtedr as is evidenced by Borrower's note dated thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, and payable on APRIL 10, 2001; if not sooner paid, auc and payable on

To SECURE to Ler the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of LOCK. State of

LOT 33 IN BLOCK 2 IN F.A. HILL'S MADISON STREET ADDITION BEING A SUBDIVISION OF THE WEST HALF OF THE WEST MALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 136.9 FEFT OF THE NORTH 270 FEET) AND THAT PART OF THE SOUTH WEST QUARTER OF THE SOUTH JEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE EAST LINE OF WILLOW AVENUE (EXCEPT THE NORT: 270 FEET) IN COOK COUNTY, ILLINOIS.

PIN # 16-09-321-025

086901

ON DE COMPE TRAN 1511 04/02/91 T'S OFFICE

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

24 N LOREL,

CHICAGO

which has the address of

60644

[Street]

[City]

Illinois

12ip Code I

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record. 092-072-0006262

700 BOX 15

secount only for those rents actually received. bonds and reasonable attorneys fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

30 Release Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

31. Waiver of Momestend. Borrower hereby waives all right of homestead exemption in the Property. charge to Borrower. Borrower shall pay all costs of recordation, if any.

MORTGAGES OR DEEDS OF TRUST VAD FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

default under the superior encumbrance and of any sale or other forcelosure action: printity over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

AN WITNESS WHEREOF, Borrower has executed this Mortgage.

Susie J. Mages

County ss:

a Notary Public in and for said county and state, do hereby certify that

sa triamustari bias off bosovijob bira bongie. , insmurisci gaiogenol edit of bedineent,

free voluntary act, for the uses and purpos is increin set forth.

Civen under my hand and official seal, this

supported before me this day in person and so howledged (hat

personally known to me to be the same [ers n(s) whose name(s)

ацS

SARANE A WYCEE

VIICIA MARQUEZ

MARCH to yeb

My Commission expires:

STATE OF LLLINOIS,

W. COMWISSION EXPIRES 1/31/93 METOTAL SEAL "
ALICIA MARQUEZ
MOTARY PUBLIC, STATE OF ILLINOIS " OFFICIAL

UNOFFICIAL COPY

(Space Below This Line Reserved for Lender and Recorder)

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay, to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is pai in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly en premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, 2 seessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to be lower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay cender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sun. Secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1/ hercof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply, no later than immedia ely prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest p yable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when du. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements for existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may equire

The insurance carrier providing the insurance shall be chosen by Borro ver subject to approval by Lender; provided. that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor (1 and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the erris of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carriel and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 10 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

19. Betrower Not Released; Forbestance By Leader Not a Welver. Extension of the time for payment or modification of the sums secured by this Mortgage granted by Leader to any successor in interest of Borrower and Borrower's successors in interest. Leader shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbest successor or refuse to extend made by the original Borrower and Borrower's successors in interest. Any forbest sneed by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

Li. Saccessors and Assigns Bound; Johnt and Several Lability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several Any Borrower who co-signs this Mortgage, but does not execute, the Mote, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Mote and any other Borrower hereunder and personally liable on the Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the More without teleasing that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower sinterest in the Property.

22. Medica: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Lender to be a provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall occurred to have been given to Lender when given in the manner designated herein.

Jacobrate Law, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the e.e., that any provision or clause of this Mortgage or the More conflicts with applicable law, such conflict shall not affect of) or provisions of this Mortgage or the More which can be given effect without the conflicting provision, and to this end the more are decisted to be severable. As used herein, "costs", "expenses" and "a" provisions of this Mortgage and the More are decisted to be severable. As used herein, "costs", "expenses" and "a" provisions of this fine all sums to the extent not prohibited by applicable law or limited

Tat. Berzewer's Cepy. Borre wer shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof

LS. **Rehabilitation Loan Agreemer.**. Corrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement, which Borrower enters into with Lender, an assignment of any require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any require may hav, against parties who supply tabor, materials or services in connection with improvements made to the Property.

Transfer of the Property. If Borrower sells of transfers all or any part of the Property or an interest therein, excluding (a) the creation of a fien or encumbrance subjective to this Mortgage, (b) a transfer by devise, descention operation of law upon the death of a joint tenant, or (c) the grant of any leaschold interest of three years or less not containing an option to purchase, Borrower shall cause to be st bmitted information required by Lender to evaluate the transferrer as it a new loan were being made to the transferral continue to be obligated under the Mote and this Mortgage, unless Lender releases Borrower in writing.

Lender, on the basis of any information obtained regarding the transferce, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelinoid of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercise, such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof, such rotice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may my the notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-DAIFORM COVERANTS. Bacter and Lender further coverant and agree as follows:

7. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Burgories breach of any coverant of Borrower in this Mortgage, including the coverants to pay when dec cay same secured by this

usmi or agreement of Borrower in this Mortgage, including the overants to pay when decome or any other decomed by this Mortgage, Lender as provided in panegraph. A dressel specifying: (1) the briesch prior to acceleration shall give notice to Borrower, by which auch breach neutral breach; (3) a date, not less than 10 days from the date the notice is mailed to cure such breach near the notice is property. The notice shall further sums secured; and (4) that failure to cure such breach on or before the atte specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judici dip occeding, and the right to the first property. The notice shall further historia borrower of a default or any other defense of Borrower to acceleration and forestours. Borrower of a default or any other defense of Borrower to acceleration and forestours. Borrower of a default or any other defense of Borrower to acceleration and forestours proceeding the marksteness of a default or any other defense of Borrower to acceleration and forestours. Mortgage by this Mortgage to be immediately due and payable without further demand and and inay foreclosure, including, but not itmitted to, reasonable attorneys' fees and costs of documentary evidence, abstracts and source and payable without turther and and and said and proceeding, but not itmitted to, reasonable attorneys' fees and costs of documentary evidence, and said and

due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Morreage which would be then prior to entry of a judgment enforcing this Morreage it: (a) Borrower pays Lender all sums such be then due under this Morreage and the More had no acceleration occurred; (b) Borrower cures all treasonable breaches of any other covenants or agreements of Borrower contained in this Morreage, and in expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Morreage, and in enforcing the covenants and agreements of Borrower contained in this Morreage, and in enforcing the covenants and agreements of Borrower contained in this Morreage, and in feest and (d) Borrower takes as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys effects in the Property and Borrower's including, but not limited to, reasonable attorneys less interest in the Property and Borrower's obligation to pay the sums secured by this Morreage, unimpaired. Upon such payment and eure by Borrower, this Morreage and the obligations secured biereby shall remain infull force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Leander the Property, are vided that Borrower shall, or or to acceptable paragraph 17 hereof or abandonment of the Property, have into collect anti-resignation from a saintey be one; but and payable.

91115833

TOUUNOMESCE SALPEQBY 3

THIS VARIABLE RATE RIDER is made this $\frac{29\,\mathrm{TH}}{}$ day of $\frac{MARCH}{}$, 19 $\frac{91}{}$, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Variable Rate Note to $\frac{100}{}$ FANK SAVINGS FSB

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: 24 N LOREL., CHICAGO, IL 60644

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVENANTS.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

CHANGES IN PAYMENTS CHEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of 4.1 a 4.0 %, and also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of 2 ... 40 % in excess of the highest U.S. Prime Rate published the previous business day in the Wall Street Journ at a ider "Money Rates" (the "index rate"). If the index is no longer published, Lender will select some other interest rate index which is comparable and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the san elamount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate cach business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. The interest rate will not explain the index rate in effect on the date 120 days before the finar any ment is due will be the rate Lender charges after that date.

[X] Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine

[X] Borrower's monthly payment will change annually so each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to repay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by

AFRIL 10 / 2001

Borrower will pay the remaining unpaid principal and accrued intere 1 ir full on that date.

Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. It the Note has not been paid in full by

, Borrower will pay the remaining unpaid principal and accused interest in full on that date.

Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice of any changes in the payment at least 25 day. (but no more than 120 days) before the date when the change becomes effective.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan the ges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan excel dipermitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2, 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 under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provision: of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or after any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

Susie J. Magel SUSIE J. MAGEE	(Seal)
SUSIE J. MAGEE	- Borrower
	(Seal) - Borrower
· · · · · · · · · · · · · · · · · · ·	(Seal) - Borrower

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DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full apon transfer of the property.

This Due-On-Transfer Rider is made this 29TH day of MARCH. IP 1, 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 Borrower's Note to

TCF_BANK_SAUINGS_FSB of the same date (the "Note") and covering the property described in the Security Instrument and located at:

described in the security rish amendana rosates

24 N LOREL, CHICAGO, IL 60644

AMENDED COV NANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as 101'ows:

(Property Address)

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of through the property of the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall in ill Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the clate the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expitation of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reationably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest tate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs 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, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender reliases Borrower in writing.

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

....(Seal) Borrower

(the "Lender")

SUSTE J. MAGEE

Susie J. M

___(Seal) Borrower

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