RECORD AND RETURN TO:
MORTGAGE CAPITAL CORPORATION
1000 E. WOODFIELD ROAD-SUITE 240
SCHAUMBURG, ILLINOIS 60173

(Space Above This Line for Peconding Data

9800486815

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28
The mortgagor is ROY H. NELSON, JR.
AND NANCY C. NELSON, HUSBAND AND WIFE

. 1991

("Borrower"). This Decurity Instrument is given to MORTGAGE CAPITAL CORPORATION

, which is organized and existing under the laws of

THE STATE OF MINNESOTA . and whose address is 111 EAST KELLOGG BOULEVARD

ST. PAUL, MINN'SOTA 55101

(Lender)

Borrower owes Lender the fain cipal sum of

ONE HUNDRED TWENTY THOUSAND AND 00/100

grant and convey to Lender the following described property located in COOK

THE NORTH 1/2 OF LOT 129 AND ALL OF LOT 130 IN OLIVER SALINGER AND COMPANY'S SECOND DEMPSTER STREET SUBDIVISION IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, YOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-91-164710

DEPT-01 RECORDING \$16.2 TM2222 TR-N 8152 04/11/91 12:16:00 #2008 # B \*-91-164710

10-17-312-042

which has the address of

8939 MEADE AVENUE

(Street)

Illincis

60053

("Property Address");

MURTON GROVE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 's tures 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 covenant and agree as foilows:

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials:

Page 1 of 4

Form 3014, 12/83::

DPS 420

Amended 5/87 -

011000

DPS 421

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Lender may take action under this paragraphs attorneys' tees and entering on the Property to make repairs. Atthough regulations, then Lender and pay for while paying any successive to protect the value of the protect and control of the contro Lender's rights in the Property Such as a proceeding in bankupicy, probate, for condemnation of to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly allect PROTECTION OF LENDER'S RIGHTS in the PROPERTY: MORTGAGE INSURANCE If Borrower fails to perform the

sessebold and fee title shall not merge unless Lender agrees to the merger in writing.

and Ariego, and of elit eat remotive in the case and to moist out after the vignos lient seworsos. biodeses substantially change the Property, allow the Property to deteriorate for minit waste. If this Security Instrument is on a BRESERVATION and MAINTENANCE of PROPERTY LEASENOIDS. Borrower shall not destroy, damage or

Instrument immediately prior to the acquisition. Williams and the secure of the security of the secure of t

if under passified The Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting zinemyeg ent to innome ent egneris to S bas I adquigened at ot betteler tenemyeg yininom ent to etab eub ent enograge Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or pedia when the notice is given

Borrower abandons the Property or does not answer within 30 days's notice from lender that he had not seed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or repair or settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds or repair or r applied to the sums secured by this Security instrument, whether or not then due, with any the paid to Borrower. If restoration or repair is not economically leasible or Lender's security would be lessened, the antitance proceeds shall be the Property demagad, if the restoration or repair is economically lessible and Lender's squittly is not lessened. If the To lieder or notissociation of beild go of listle special construction of repair of listle special construction or repair of

carrier and Lender. Lender may make proof of loss if not made promptly by Bortower.

carrier and Lender. Lender may make proof of loss if not made promptly by Bortower.

carrier and Lender. Lender may make proof of loss if not made promptly by Bortower. িৰ্ভিত্য স্থান স্থানিক কৰিছিল কৰিছিল কৰিছিল স্থানিক স্থান স্থানিক স্থানিক বিশ্ব স্থানিক স্থা

blendiiw yldenoseeinu insurgne certier providing the insurance shall be chosen by Borrower suc ject in Lender's approval which shall not be requires insurance. This insurance shall be maintained in the amoutes and for the periods that Lender requires. The TENEZHAZARD INSURANCE Borrower shall keep the improve... Are now existing or herester elected on the Property insured against loss by fire, hazards included within the term "extend coverage" and any other hazards for which Lender

the Property is subject to a lien which may attain priority, we this Security instrument. Lender may give Borrower a notice of the jettions set for the borrower and the soliton of the jettions set for the borrower within 10 days of the jettion of often was tert sender de Lender de Lender de Lie. Security instrument. Il Lender de lermines tert part of ns and its entitie ment of the library of the Property; or the property or the mountaine and the holder of the taith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's Opinion operate to Borrower shall promptly discharge any lien in the history over this Security in the particular description of the payment under the post of the payment to the payment to the payment of t

evidencing the payments. under this paragraph. If Borrower m kes these payments directly, Borrower shall promptly furnish to Lender receipts time directly to the person owed pay to all Borrower shall promptly furnish to Lender all notices of amounts to be paid shill pay these obligation in the name provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on Property which may attain priorit. Over this Security instrument, and lessehold payments or ground rents, if any, Borrower

Note: third, to amounts paya if) under paragraph 2; fourth, to inferest due; and last, to principal due. paragraphs 7 and Zahall he applied: first, to late charges due under the Note; second, to prepayment charges due under the

3 APPLICATION OF YMENTS. Unless applicable law provides otherwise, all payments received by Lender under application as a cer it against the sums secured by this Security instrument.

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of M Funds, held by len let. It under paragraph, 19 the Property, is sold or acquired by Lender, Lender shall apply, no later, than Upon pay a et in full of all sums secured by this Security instrument, Lender shall promptly retund to Borrower, any

sinonty necessat to make no the quiciency in one or more bayments as required by lender amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Borrower's option, either premptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the is escrew items, sub, sand the amount required to pay the escrewitems of the correct with the escrewit in the escrewit in the same of the correct with the escrewit in the correct with the corre it, the amount of the Funds held by Lender. together with the future monthly payments of Funds payable prior to the due.

the Funds was made. The Funds are pledged as additional security for the sumsession by this Security instrument are a charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without bisg od of Jessieini seriupe, wei eldesliggs to ebem at memorage ne seeint, share and no bisg ad liens teateint gottime reporting service, shall not be a charge, for the purposes of the preceding sentence. Borrower and Lender may agree in xet Insbasedeni na to teos out yeq of themusien! this security includent in the cost of the world of the contraction with the contraction of the c Lander pays Borrower, interest on the Funds and applicable law permits Lender to make such a charge aregaed render may not charge for holding and hopping the funds, analyzing the account or verifying the escrow items, unless sgancy lincinging Lander it Lender it such an institution Lender shall apply the funds to pay the escrow items. The Funds shall be hold in an institution the deposits or accounts of which are insured or guaranteed by a federal or

current data and reasonable estimites of future escrow items. insurance premiums, it any. These items are called esectow items." Lender may estimate the Funds due on the basis of seasand payments or ground ring and the Popiaty it any! (c) yearly has no manner prayments and (d) yearly morease one-twelfth of: (a) yearly takes and assessments which may attain priority over this Security Instrument, (b) yearly to Lender on the day month payments are due under the Mote, and the Mote is bied in full, as sum (full for lender of lender) as the month of the lender of the month of the lender of th SETRIDS TOP TAXES and INSURANCE Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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Any amounts disbursed by Lender under this paragraph 7 shall become abortional debt 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 tieu 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 it, after notice by Lender to Borrower that the condemnor offers to make an award or settle of claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is autorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secure 1 by, this Security Instrument, whether or not then due.

Unless Lender and figurower 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 LETEASED; FORBEARANCE BY LENDER NOT a WAIVER Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortication of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower of successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUN ): JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and peach the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument and ic) 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 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 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 remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified 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 notifies half 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given 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 demand on Borrower.

Borrower(s) Initial Page 3 of 4

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JNOFFI 3868:00 26/45/1 zaniqx3 noizzimmo yM Motory Public, State of Illinois ANDREA L. COBRIN Motary Public "OFFICIAL SEAL" 50 A 3 85 3 \$ \$5 My Commission Expires: Given under my hand and official seal, this purposes therein set forth. se insmutizni bies shi betevileb bris bengis free and voluntary act, for the THEIR foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same Person(s) whose name(s) HUSBAND AND WIFE for said county and state, do hereby certify that NETRON a Notary Public CANDON COCKCOUNTY State of Illinois, COOK SS (Space Below lints Line for Actionises) (leas) (Ceal) :\NELSO: NANCY вох н NETRON' 1B' any rider if thiw pebroosi bus sewored by Bottost (2) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant, or ntained in this Security Instrument and K Otheria Lepecity, BALLOON RIDER Planned Unit Develop he at Sider Graduated Payment Rider 4 Family Rider Condominium Aider Adjustable Rate Rider petga yara rassinstali ((ce)xod eldsoilgge docho) Jinemutzni Rimand, zithi, to fine ane ane covenants and agreements of this becuity instrument as if the riderial were a part of this, Security instrument as the riderial were a part of this, Security pring lieft but ofth being the covenants and sine ment of each chieft stail be incorporated the covenant this 23. HIDERS to this SECURITY INSTRUMENT. It one or more riders are executed by Borrower and recorded together instrument without charge to Borrower. Co cower shall pay any recordation costs. 31 RELEASE Upon payment of all sums secured by this Security instrument, Lender shall release this Security receiver's bonds and reasonable attorneys, fees, and then to the sums secured by this Security instrument the coats of management of the Propart and collection of rents, including, but not limited to received fees, premiums on the Property including those past du Any rents collected by Lender or the receiver shall be applied first to payment of appointed receiver, east be aptitud of to enter upon, take possession of and manage the Richerty and to collectime rente of prior to the expiration of any period of redemption following judicial cale, Lender fin person, by agent or by judicially, 20 ENDER in POS 255104 Upon acceleration under paragraph 19 or abandonment of the Property and at any time TILLE EVIDENCE. PROVIDED IN THIS AN ARRAY 19, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS, FEES AND, COSTS OF INDICIVE PROCEECING. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REDIES. BY THIS SECURITY NATHUMENT WITHOUT FURTHER DEMAND AND MAX FORECLOSE, THIS SECURITY, INSTRUMENT, BY SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED. OF BORROWER TO ACCELERATION AND FORECLOSCES. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DATE. THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDING THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE. PROPERTY., THE NOTICE SHALL FURTHER INFORM BORROWER, OF, THE RIGHT TO REINSTATE AFTER ACCELERATION AND THE SUMS SECURED BY THIS SECURITY (NETRUMENT, FORECLOSURE, BY JUDICIAL PROCEEDING, AND SALE OF THE FAILURE TO CURE THE DEFAULT ON OR BEFORE THE DATE SPECIFIED IN THE WOTICE MAY RESULT IN ACCELERATION OF DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFAULT MUST BE CURED, AND ID) THAT SHALL SPECIFY. (A) THE DEFAULT, (B) THE ACTION REQUIRED TO CURE, THE DEFAULT, (C) A DATE, NOT, LESS, THAN, 30 TO ACCELERATION UNDER PARAGRAPHS 13 AND 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE THE NOTICE EOLLOWING BORROWER'S BREACH OF ANY COVENANT OR ACREEMENT IN THIS SECURITY, INSTRUMENT, BUT NOT PRIOR-LENDER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATION A 3. A C CELERATION; REMEDIES. MONETIMEORM COVENANTS | Borrower and Lender further covenant and agree as follows: Ar 10 Ef safergates shall not apply in the case of acceleration under paragraphs 13 or 1X. security instrument and the obligations secured hereby shall ramain in the effective second the obligation had occurred. deligation pay the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, reasonably require to assure that the lien of this Security lastruments Lender singlits in the Property and Borrower's Security instrument, including, but, not limited to, reasonable attorneys, fees; and fallakes such action as Lender may occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (s) pays Lender all sums which then would be due under this Security instrument and the Note-had no acceleration this Security instrument; or ib) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower: ss applicable law or specify for reliastatement before sale of the Property pursuant to any power of sale contained in enforcement of this Security Instrument discontinued at any time prior to the earlier of all Sidays for such other period

18. BORROWER'S RIGHT (C REINSTATE II BORTOWER meets certain conditions, Borrower shall have the right to have

# UNOFEALLOGIAR DER OPY 980048681

THIS BALLOON RIDER is made this 28TH day of MARCH 1991, 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's to secure the Borrower's Note to MORTGAGE CAPITAL CORPORATION

(the Lender) of the same date and covering the property described in the Security Instrument and located at 8939 MEADE AVENUE MORTON GROVE, ILLINOIS 60053

#### (Property Address)

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 MIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan l'New Loan" with a new Maturity Date of MAY 1 . 2021, 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 O, tion"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, and the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me up making 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 morphly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately precessing the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) o her than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Fate; 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 mand for delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage soint (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 the the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, 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 greater then 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) across but unpaid interest, plus (c) all other sums I 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 Rate (i) equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month 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 Dife 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 me. 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 1 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Asturity 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 little insurance policy, if any.

BY SIGNING BEYON, Borrower acc		terms and covenants contained in this fiallocs	Rider.
ROY H. NELSON, JR.	Borrower	NANCY C. NELSON	Bottomet
	iSeal) Borrower		(210x 0=101xf 0xfx)  Bottomer  [Seal]

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