

UNOFFICIAL COPY

LOAN NUMBER: 02-750412

MAIL TO:

Box 1122

COOK COUNTY, ILLINOIS

BELL FEDERAL SAVINGS AND LOAN ASSOCIATION
PARK RIDGE DIVISION

1992 JUL 14 AM 11:23

92511116 SOUTH PROSPECT AVENUE
PARK RIDGE, ILLINOIS 60068

52511411

(Space Above This Line For Recording Data)

MORTGAGE

33⁰⁰
5/2

THIS MORTGAGE ("Security Instrument") is given on MAY 18,.....
1992.... The mortgagor is ROBERT N. BEAULIEU, DIVORCED AND NOT SINCE REMARRIED.....

BELL FEDERAL SAVINGS AND LOAN ASSOCIATION ("Borrower"). This Security Instrument is given to
under the laws of THE UNITED STATES OF AMERICA, which is organized and existing
Monroe & Clark Streets - Chicago, Illinois 60603. and whose address is ("Lender").

Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100.....
Dollars (U.S. \$70,000.00.....). 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 on MAY 1, 2022..... This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced 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 security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in COOP..... County, Illinois:

LOT 29 IN BONNY GLEN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1992 JUL 14 AM 11:24

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PERMANENT INDEX NUMBER: 02-29-113-029-0000

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which has the address of 832 KILRENNY INVERNESS
[Street] [City]
Illinois 60067 ("Property Address");
(Zip Code)

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 fixtures 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.

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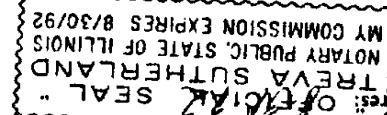
THIS instrument was prepared by ATTIA HIRNBERG, 731 N. MURKIN, CHICAGO, IL, 60603.

Notary Public

(Seal)

19.26

day of



31/8

(he, she, they)

HE..... executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be H.S. free and voluntary act and deed and that before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, personally appeared, ROBERT N. BEAULIEU, DIVORCED AND NOT SINCE REMARRIED..... do hereby certify that

REV-A SUTHERLAND

COUNTY OF

SS:

STATE OF

ILLINOIS

52511-111

[Space Below This Line for Acknowledgment]

____ Borrower

(Seal)

____ Borrower

(Seal)

ROBERT N. BEAULIEU

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

- Other(s) [Specify] EQUITY LOAN MORTGAGE RIDER
 Graduate Payment Rider Planned Limit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument. If one or more riders are executed by Borrower and recorded together with 23. Riders to this Security Instrument, if one or more riders are recorded by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.

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

20. Lender is Possessor. Upon execution under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to receive the sum of all rents and other charges due and payable by the receiver to the date of execution under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

19. Acceleration; Remedies. Lender shall give notice to Borrower to accelerate following Borrower's breach of any covenant or agreement; in this Security instrument (but not prior to acceleration 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 in the date specified in the notice may result in the sum secured by this Security instrument, foreclosed by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remit after acceleration and for foreclosure. Lender has the right to sue for the amount demanded and to collect judgment thereon.

NON-LIENORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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 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 such payments.

10. Borrower Not Released; 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; 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 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 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any 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 shall 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 Borrower. 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.

18. Borrower's Right to Reinstate. If Borrower meets 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 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, 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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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of May , 1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Bell Federal Savings and Loan Association (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 832 Killenry Inverness Illinois 60067 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Bonnie Glen of Inverness Homeowners Association

(the "Declaration"). The Property is a part of a planned unit development known as Bonnie Glen of Inverness [Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the : (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

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

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

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


ROBERT N. BEAULIEU (Seal) Borrower

..... (Seal) Borrower

MORTGAGE

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Loan No.02-750412

EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 18TH day of MAY,

1992, 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 Equity Loan Note to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

832 KILRENNY INVERNESS ILLINOIS 60067

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

A. INTEREST RATE, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3., 4, and part of 5, of the Equity Note provides for changes in the interest rate, the monthly payments, billing notices, and a revolving line of credit, as follows:

2. INTEREST

a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on JUNE 1, 1992, and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. However, the interest rate on this loan will never exceed 16.0 percent per annum.

3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The monthly payment shall be sufficient to repay in full the principal and accrued interest of my Note in substantially equal payments by the Maturity Date at the interest rate effective for the billing cycle immediately prior to the payment and rounded up to the next dollar. Except for the last payment, IN NO EVENT SHALL ANY PAYMENT BE LESS THAN \$100. Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The Interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

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(Seal)

ROBERT N. BEAULIEU

(Seal)

Borrower

Holder

31. LINE OF MORTGAGE. The hen of this Mortgage receives payment of any extraing independentees and future advances by Signinc Below, Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage.
32. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Line of Credit pursuant to this paragraph will not affect or whether any of Lender's other rights and remedies under Paragraph 17 of the Mortgage.
33. DEFAULT. In the event of any default under the terms of this Mortgage, the Equity Holder or the Equity Borrower cures the default under the terms of this Mortgage, Lender may be permitted to sell or otherwise dispose of all or any part of the property or any interest in it is sold or transferred to another individual, terminated. Termination of the Line of Credit pursuant to this paragraph is not a natural person) the Line of Credit will be terminated. Borrower is sold or transferred and made pursuant to the Equity Loan Note to the same extent as if such future advances were made on the date of the original advance.
34. BILLING NOTICES. Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, late charge date, new balance, available balance and any other items the principal balance carries forward from the last billing date and the amount of interest added at the end of the billing cycle, the principal or periodic rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the principal may choose to disclose.
35. WHEN PRINCIPAL RECEIVED. The principal of this loan represents a revolving line of credit available to me. . . . In no event shall voluntary advances be made after the twentieth anniversary of the original Note.
36. ADDITIONAL INSURANCE. In the event that any, either or all of the underigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender or additional security for the indebtedness hereby secured, the Borrower agree to pay or provide for the payment of all premiums on such insurance, and add the amount so advanced to the Lender may advance any premium due and payable on such insurance policies, and add the amount of payment of premiums as additional debt secured hereby.
37. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the line of credit and payment of its reasonable release fee.
38. PRIOR MORTGAGE. The Borrower affirms that they are the obligor under a note secured by a mortgage, in the amount of \$85,000.00 DOLARS, dated COOK County, Illinois, as Document #9109816, and recorded in the Second Paragraph of Paragraph 17.
39. DEED OF TAX AND SURANCE ESCROWS. This mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and premiums are paid the Borrower will begin making escrow payments in accordance with this mortgage.
40. STAFF ATTORNEYS. FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.
41. DEFECT. In the event of any default under the terms of this Mortgage, the Equity Holder or the Equity Borrower cures the default under the terms of this Mortgage, Lender will notify Borrower, in writing, pursuant to Paragraphs 13, 17 and 19 of the Line of Credit, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Credit will be permitted.
42. LINE OF CREDIT. The hen of this Mortgage, in Paragraph 17 of the Line of Credit may be made.
43. SIGNING. The hen of this Mortgage without regard to whether or not there is any indebtess outstanding at the time any advance is made, executed and without regard to whether or not the is any advance made on the date this Mortgage is made.
44. BORROWER. Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, late charge date, new balance, available balance and any other items the principal balance carries forward from the last billing date and the amount of interest added at the end of the billing cycle, the principal or periodic rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the principal may choose to disclose.

4. BILLING NOTICES

Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, late charge date, new balance, available balance and any other items the principal balance carries forward from the last billing date and the amount of interest added at the end of the billing cycle, the principal or periodic rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the principal may choose to disclose.

5. WHEN PRINCIPAL RECEIVED

The principal of this loan represents a revolving line of credit available to me. . . . In no event shall voluntary advances be made after the twentieth anniversary of the original Note.

B. ADDITIONAL NON-LINEAR COVENANTS

24. ADDITIONAL INSURANCE. In the event that any, either or all of the underigned Borrowers shall elect to secure life

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument

26. PRIOR MORTGAGE. The Borrower affirms that they are the obligor under a note secured by a mortgage, in the

27. DEED OF TAX AND SURANCE ESCROWS. This mortgage provides for payments to be made for tax and insurance

28. STAFF ATTORNEYS. FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the

29. DEFECT. In the event of any default under the terms of this Mortgage, the Equity Holder or the Equity

30. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Line of Credit, if all or any part of the

31. LINE OF MORTGAGE. The hen of this Mortgage receives payment of any extraing independentees and future advances

32. DEED OF TAX AND SURANCE ESCROWS. This mortgage provides for payments to be made for tax and insurance

33. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument

34. PRIOR MORTGAGE. The Borrower affirms that they are the obligor under a note secured by a mortgage, in the

35. WHEN PRINCIPAL RECEIVED