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Banc One Mortgage Corporation 9399 W. Higgins Road, 4th Floor Rosemont, IL 60018-4940

A. T. G.F. 80X 37Q

[Space Above This Line For Recording Data]

MORTGAGE

\$31.00 DEPT-D1 RECORDING T\$1111 TRAM 2382 07/21/92 14:56:00 43241 \$ #-92-535120

COOK COUNTY RECORDER

THIS MORTGAGE ("Security It at rument") is given on

July 10, 1992

. The mortgagor is

TELEMACHOS LITAS & LUDMILA LITAS. HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to \$240 ONE MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OI DELAWARE address is BANK ONE CENTER/TOWER, 111 Monument Circle

, and whose

INDIANAPOLIS, INDIANA 46277-0010

("Lender"). Borrower owes Lender the principal sum of

One Numbered Thousand and No/100 -----

Dollars (U.S. S 100.000.00

This debt is evidenced by Borrower's note dated the same date as this Security Institution of ("Note"), which provides for monthly August 1 2007 payments, with the full debt, if not paid earlier, due and payable on Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note: (b) the payment of all other sums, with interest, advanced under partgraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrewer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, trant and convey to Lender the following derivitived property located in COOK County, Illinois:

P I N # 10-18-318-017

LOT 1 IN BLOCK 3 IN DIMICHELE'S AND DEMATTEO'S SUBDIVISION OF PART OF LOT 5 IN DILG'S SUBDIVISION IN THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 HORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 6849 DAVIS

[Street, Cay].

Illinois

60053

("Property Address"):

(Zip Code)

ILLINOIS - Single Family - Fennie Mae/Freddie Mac UNIFORM INSTRUMENT

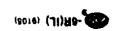
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Form 3014 9/90 Amended 5/91 Inhan T.L.

-6R(IL) 19105;

YMP WORTGAGE FORMS - (313)293-8100 - (800)521-7291

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of the actions set forth above within 10 days of the giving of notice.

Security Instrument, Lender may give Borrower a notice identifying the tien. Borrower shall satisfy the lien or take one or more this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or detends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall pay these 4. Charges; Lienz. Borrower shall pay all taxes, assessments, charges, fines and impositions auributable to the Property

third, to interest due; fourth, to principal due; and inst, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; accond, to amounts payable under paragraph 2; 3. Application of Payments, Unless applicable law provides otherwise, all payments roceived by Lorder under paragraphs

Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit learner the sums secured by this held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prix to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall prointily refund to Borrower any Funds

monthly payments, at Lender's sole discretion. to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the excess Funds in accordance with the requirements of applicable law. If the surfunt of the Funds held by Lender at any time is

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured of his Security Instrument. annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to law Borrower any interest or earnings on the Funds. Borrower and Lender in connection with this loan, unless applicable is w movides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one tire charge for an independent real estate tax reporting service used by the Excrow lieurs, unicas Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. being, Lender may not charge Borrower for helding and applying the Funds, sumually analyzing the escrow account, or verifying Lender, if Lender is such an institution) of in any federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including

will stronge thin somethoose in seinredo estaments the amount of Funds due on he basis of current data and reasonable estimates of expenditures of future Eacrow lients on amount. If so, Lender may, at ply time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may amended from time to time. 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser anorigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mongage insurance premiums. These items are called "Escrow Items." any; (e) yearly mangage insurance premiums, if any; and (f) any sums payable by Bortower to Lender, in accordance with the or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it and assessments which may altain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments Lender on the day manthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Bottower steel brompily pay when due the 1. Payment of Principal and Interest; Prepayment and Late Charges.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, ". Anotor of the foregoing is referred to in this Security Instrument as the "Property."

fixures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCIETHER WITH all the improvements now or hereafter erected on the property, and all casements, appurhenances, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower ahandons 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 that insurance proceeds. Lender may use the proceeds 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 Bordiver otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly perments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition stall bass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Boltowick's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lende's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. For ower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Noth, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Projecty, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverlants 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 bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the inconder 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' fees and entering on the Property to make repairs. Although Lender may take action under this patigraph 7. Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional 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 dishursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage it not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage tapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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act without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be on in which the Property is located in the event that any provision or clause of this Security Instrument or the Note Coverging Law; Severability, This Security instrument shall be governed by foderal law and the law of the ent shall be decined to have been given to Borrower or Lender when given as provided in this paragraph. stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Socurity

her address Borrower designates by notice to Lender shall be given by first class mail to Lender's I class mail uniess applicable law requires use of another method. The notice shall be directed to the Property Address or I. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

sweet, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge et may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to inted limit and (b) any sums already collected from Barrower which exceeded permitted limits will or refunded to Borrower. and the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the that law is finally interpreted so that the interest or oth a foan charges collected or to be collected in connection with the foan 13. Loss Charges. If the less secured by this Security instrument is subject to a law which sets maximum loss charges, then intermed on their the intermed on the minimum of the continued of the

ke any accommodations with regard to the terms of this feetunity instrument of the Note without that Borrower's consent. sured by this Security Instrument; and (c) agrees that Lorder and any other Borrower risy agree to extend, modify, forbear or more in the Property under the terms of this Scourty Instrument (b) as not believed to pay the sums and and a man in the sum of the satument but does not execute the Note: (a) is co-signing this Security instructor only to mongage, grant and convey that anagraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security ecurity Instrument shall bind and bonefu the successors and assigns of 1-ader and Borrower, subject to the provisions of the provisions of the provisions of the provision of th

12. Successors and Assigns Bound; Joint and Several Liability, Confeners. The Covenants and agreement to this in interest. Any forbest successing any right or minedy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of all the mande by the original Borrower or Borrower's successors in an annihing and an incident of the original and the original an commence proceedings against any successor in intensit or office to extend time for payment or otherwise modify amortization of

not operate to release the liability of the original Bus over or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not the maintain of the maintain of the maintain of the security of the secur 11. Borrower Not Released; Forbestance 1y Leader Not a Waiver, Extension of the time for payment or modification the due date of the monthly payments referred to in paragraphs? and 2 or change the amount of such payments

Unless Lender and Borrower other wise agree in writing, any application of proceeds to principal shall not extend or postpor is authorized to collect and apply (a) proceeds, at its option, either to restoration or repair of the Property or to the sums seems have the sum about the property or to the sums seems. by this Security Instrument, whether or not then dire.

award or sente a claim for (ann gea, Borrower faib to respond to Lender within 30 days after the date the notice is given, Length and an arrive of the notice is given, Length and arrive of the notice is given. If the Property is standard by Romawa, or if, siles notice by Lender to Borrower that the condensnor offers to make

Borrower and Lends otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to Property unmediately before the taking is less than the amount of the sums secured introdustely before the taking, un sums secured by this Servinity Instrument whether or not the sums are then due. saking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the Property in which the lair market value of the lair market v the sums secured inmediately before the taking, divided by (b) the fair market value of the Property immediately before the market value of the Property immediately before and the fair market value of the property immediately before an arrival and the fair market value of the property immediately before an arrival and the fair market to the fair market Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (a) the total amount of the proceeds multiplied by the following fraction: (b) the total amount of the proceeds multiplied by the following fraction: Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by value of the Property immediately before the taking it equal to or greater than the amount of the sums secured by this 5, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Inst

Condemnation of other taking of any part of the Property, of for conveyance in lich of condemnation, at hereby assign

Bornswer notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender a

maintance ends in accordance with any written agreement between Borrower and Lender or applicable law. premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower sh payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for

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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

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 as if no acceleration had 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 Mender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall contained 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or nore times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects (nonthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer intelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the eddress to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardeus Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is hotified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, chear flammable or toxic petroleum products, toxic C pesticides and herbicides, volatile solvents, materials containing asbestos or formalo hyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration finite paragraph 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 zaest 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 slass further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender, at its oution, 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. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. 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.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Form 3014 9/90

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	ed in this Security Instrument and in	es terras and coveriants contains			any rider(s) executed
			The state of the s		
	V.A. Rider Other(s) [specify]				
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	Biweekly Payment Rider	iait Development Rider		V	T baseubon D
5	1-4 Family Rider	nium Rider	imobao)		(Check applicable box
•	ecurity Instrument.	S cider(s) were a part of this: S	inity instrument as if		
4	Security Instrument, 1240 coveriants and agreements of each such rider shall be incorporated into and shall amend and supplement				
Α,	ever and recorded together with this	riders are executed by Borror	nemat. If one or more	Security Instrum	M. Riders to the