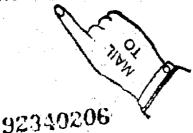
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1440 REMAIDSANCE DRIVE PARK RIDGE, ILLINOIS 60068-1356



(Space Above This Line For Recording Data) MORTGAGE

DEPT-01-RECORDING

\$31.50

T#8888 TRAN 4286 05/18/92 10:26:00

\$9981-\$ --- ***--- 92-- 340**206

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on

April 23, 1992

. The mortgagor is:

/JACQUES

STEPHEN C. MERCECA ANNE ME MERLE, TERARCHI ANI TRE ENTERETARNI / STA

KNOW AS HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to WALC ONE MORTGAGE CORPORATION

, and whose

which is organized and existing under the laws of STATE OF DELIMPRE address is BANK ONE CENTER/TOWER, 111 Monument Circia

INDIANAPOLIS, INDIANA 46277-0010

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

Sixty-Eight Thousand Five Hundred and No/100 -----

Dollars (U.S. \$

58,500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly May 1, 2307 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 ince est, and all renewals, extensions and modifications of the Note; (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 thir security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

LOT 62 IN "THE TERRACE" MCKEY AND POAGUES ADDITION TO EVANSTON, BEING A SUBDIVISION OF ADAM HOMESTEAD (EXCEPT THE SOUTH 47 FEST THEREOF) IN THE EAST 1/2 OF SOUTH OF GROSS POINT ROAD OF FRACTIONAL SECTION 33 AND THE EAST 200 FEET OF LOT 3 IN WITIBOLDS SUBDIVISION OF THE SOUTH 47 FEET OF LOTS 5 AND 8 PART OF LOT 7 EAST OF THE WEST 247.50 FEET THEREOF OF COUNTY CLERKS DIVISION OF PRACTIONAL SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax I.D #05-33-418-032 vol.51

which has the address of 2708 CENTRAL PARK AVE.

EVANSTON

Page 1 of 6

Illinois

60201

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Fannie Mas/Freddle Mac UNIFORM INSTRUMENT

-8R(IL) (9105)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

[Street, City],

Form 3014 9/90 Amended 5/91



(9014) (71)100-

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

Security Instrument, Lender may give Borrower a notice identifying the lien, 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 tien; or (c) accures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by or defends against enforcement of the tien 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 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 insteasinese 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 lesschold payments or ground rents, if any. Borrower shall pay these

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note:

Land 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payed and paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londor under paragraphs

Proporty, shall apply any Funds held by Lender at the time of acquisition or sale as a credit apply any Funds held by the held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Upon payment in full of all sums accured by this Socurity Instrument, Lender shall primptly return to Borrower any Funds

monthly payments, at Lender's sole discretion. to Londor the amount necessary to make up the deficiency. Borrower shall meder up the deficiency in anore than twelve not sufficient to pay the Escrow items when due, Lender may so notify Borrostal in writing, and, in such case Borrower shall pay

the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is Bolk the Funds hold by Lender exceed the amounts permitted to be belong a pplicable law, Lender shall account to Borrower for

made. The Funds are pledged as additional security for all sums secured by his Security Instrument. manual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was

Londor may agree in writing, however, that interest ahalf he puid on the Funds. Lender shall give to Borrower, without charge, an requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Punds. Borrower and Lender is connection with this loan, unless applicable asy provides otherwise. Unless an agreement is made or applicable law However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by the Eacrow Heins, unless Lender pays Borrower in Arrest on the Funds and applicable law permits Lender to make such a charge. fiering! Lender may not charge Borrower for nolding and applying the Punds, annually analyzing the cacrow account, or verifying Londor, if Londor is such an institution) or in any Federal Home Loan Bank, Londor shall apply the Funda to pay the Eacrow The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including was blokeling a trive construction in conviction

collimate the principal of Flinds due of the basis of current data and reasonable estimates of expenditures of future Bacrow Items or amount it so, Lender may, at his, time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may imorided from time to three 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser mortage loss may require for Borrower's escrow account under the federal Real Estate Seulement Procedures Act of 1974 as Lender may, at any love, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of palership 8, in licu of the payment of mongage insurance premiums. These items are called "Escrow Items." any; (e) yearly arentance premiums, if any; and (f) any sums payable by Borrower 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, if and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly lesschold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Innurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the self evidenced by the Note and any propayment and late charges due under the Note.

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender coverant and agree as follows:

veristions by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

greet and convey the Proporty and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and BORROWER COVENAMY that Borrower is lawfully science of the estate hereby conveyed and that the right to mortgage, "Yroport" at an incument y funds Security Instrument as the "Property."

fixeness now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. TOCETHER WITH all the improvements now or hereafter crected on the property, and all easterness, appurentances, and

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or 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 abandons the Property, or does not arswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the 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 Border otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. 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 occup, the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in virting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower'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 Lender'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 intense in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statem att to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, 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 Property, 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 covenants 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), then I under may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's ations may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, raying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 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 45 Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of \$3 disbursement 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 is 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 lapsed 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

Form 3014 9/90 Inklais: 22

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Page 4 of 8



be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of this jurisdiction in which the Property is located. In the event that any provisions of this Security Instrument or the Mote which can be conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote are declared to given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are declared to

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 given by first class mail to Lender's address Borrower designates by notice to Lender shall be given by first class mail to Lender's address assied 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.

under the Note.

13. Long Charges. If the loan secured by this Security Instrument is subject to a lar which sets maximum loan charges, and that law is finally interpreted so that the interpreted so the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Leader 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 the prepayment charge

12. Successors and Assigns Bound; Joint and Several Liability. "o-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assign. of Lender and Borrower, subject to the provisions of 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; (c) is not personally obligated to pay the sums secured by this Security Instrument; or the Note whout that Borrower's consent.

II, Borrower Not Released; Forbearage. By Leader 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. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors 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 tymedy shall not be a waiver of or preclude the exercise of any

the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

by this Security Instrument, whether or not then due.
Unless Lender and Borrower otherwist, agree in writing, any application of proceeds to principal shall not extend or postpone.

If the Property is at and ned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for dama 8/2, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender action or equity to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the aums secured

same seconce by this penning in instrument whether or not the same are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, which due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market has the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the sums secured by this fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the smount of the Property in which the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property immediately before the taking, divided by the smount of the Property in which the fair market value of the Property immediately before the taking is less than its amount of the sums secured immediately before the taking, unless around Lenoe otherwise agree in writing or unless applicable iaw otherwise provides, the proceeds shall be applied to the

shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

9, Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

phymons may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage.

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 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, 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 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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated 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 actor large with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address 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 p co ding 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 une Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified 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, other mammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formulaebyde, 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 under 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 rivet be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to 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 option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.



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TON	of Joil May	My Commission Expires:
		subscribed to the foregoing instrument, appeared befor tigned and delivered the said instrument as THELR Givon under my hand and official seal, this
	1 14 ODOES WERLE, HIS WIFE	Slebhen C' Wekie vnd vnne
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	County ss:	SLYLE OF ILLINOIS, COOK
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	71	Witnesses: Witnesses:
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Biweekly Payment Rider Second Home Rider	Planned Unit Development Rider Rate Improvement Rider Cate Improvement Rider	Balloon Rider
1-4 Family Rider	Condominium Rider	
into and shall amend and supplement	f each such rider shall be incorporated	24. Riders to this Security Instrument. If one Security Instrument, to coverants and agreements of this Security Instrument and agreements of this Security Instrum
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