prepared by: TENANCIAL SERVICES, INC. NORTH STAR TITLE IC19650 (Magne)

> prakona, nebeksi iti bodbo MORTGAGE

> > 93542765

LARD WEST WARMST ASSIBLE

SHIFTE # USB

THIS MORTGAGE is made this $\frac{1.03 \pm 0}{1.03 \pm 0}$ Hearth day of $_{0.03}$ 15 51 7 CHAMPAGE LESS , between the Mortgagor,

therein "Borrower"), and the Mortgagee.

, a corporation organized and Time State on Premission

existing under the laws plantagues of the state of the st whose address is

(herein "Lender").

93542775
WHEREAS, Porrower is indebted to Lender in the principal sum of U.S. 5. 1993 and extensions and renewals which indebted as so is evidenced by Borrower's note dated thereof (herein "Noto"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on

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

THE NORTH 40 FEET OF LOT 122 IN FRANK C. WOOD'S ADDITION TO MAYWOOD, BEING A SUB-DIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF of County Clarks RECORDED APRIL 23, 1910 IN BOOK 108 OF PLATS, PAGE 4, AS DOCUMENT NUMBER 4548223, IN COOK COUNTY, ILLINOIS.

PART A START A RECORD OF START OF THE

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REDUCE ATTACHED HERETU IN HAID, HE PART HEREUT.

2100 S. BIH AVENUE,

MAZWOOD

which has the address of

(Street)

Illinois

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. 0.285 060 000076V subject to encumbrances of record.

ILLINOIS - HOME IMPROVEMENT - 1:80 FRAME PALING UNIFORM INSTRUMENT

UNOFFICIAL COPY

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

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

charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Walver of Homestead, Borrower hereby waives all right of homestead exemption in the Property.

VAD FORECLOSURE UNDER SUPERIOR REQUEST FOR NOTICE OF DEFAULT

priority over this Morigage to give Notice to Lender, at Lender's address set forth on page one of this Morigage, of any Borrower and Lender request the holder of any morigage, deed of trust or other encumbrance with a lien which has

default under the superior encumbrance and of any sale or other foreclosure action.

County 55:

Ry Commission expires:

LUCILLE 1 AN'ERSON, UNMARRIED
LUCILLE 1 AN'ERSON, UNMARRIED

personally known to me to be the same personal whose name(s)

My Commission Expires 3/16.94 Motery Public State of thinois Noel Mane Egbert "OFFICIAL SEAL"

as insmurtent bias off berevileb bus bengie tubscribed to the foregoing instrument,

Given under my hand and official seal, this

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appeared before me this day in person, and ack, iowledged that. S he

COOK NOEL MARIE EGBERT

STATE OF ILLINOIS,

IN WITHESS WHEREOF, Borrower has executed this Mortgage.

MORTGAGES OR DEEDS OF TRUST

- 10. Borrower Not kelevel: Forbariac By Linder Nata Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Moregage grained by Lenger to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereuncer shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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

- 13. Governing Later Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower small be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have twainst parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells or ran ters all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subording to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be subraitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.
- If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihoot, of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Under may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower relay pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any owns secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 nereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date (no notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice. Lender, at lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it. (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the fien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Pore Brain can a company of the control of the cont unat or other security agreeone conformation of the tablet of the property, of the correspondent in the total terms are conformations are

9. Condemination. The proceeds of any award or claim for damages, direct or consequential, in connection with

elused to Lender's interest in the Property provided that I ender shall goe Boscower notice prior to any such inspection specifying reasonable eause therefor

litespection: Lender and se make or cause to be made reasonable entries upon and inspections of the Propenty, Sothing contained in this paragraph. I shall require Lender to incur any expense of take any action hereunder. terms of garment and half ball bayment more prominent in the promine payment thereof. softion is songs, tabual bins towarted resired, ogggittely eith ye between towarted to reenterity by controlling

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Mote rate, shall Borrower's and Lender's written agreement or applicable law

this somebroose in estantiment consumer of themostiques and see such those both loofs in consumer their anciment insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys) tees, and take such action as is necessary to protect Lander's interest, if Lender required morigage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Morigage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. Protection of izander's Security. If Borrower laifs to perform the coverante and agreements contained in this closs of the condominium of planned unit development, and constituent documents.

*десівгатіоп от сочеданіз спедін*яд о<mark>т дочепліяд the condom</mark>inium от ріаппед divit development, the by-laws and regulain a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the Property, and shall comply with the provisions of any lease if this Morigage is on a leasehold. If this Morigage is on a unit tower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Inti Developments. Bor-

or to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to review, on or repair of the Property notice is mailed by Lander to Borrower that the insurance carrier offers to settle a claim 'or insurance benefits, Lander is

if the Property is abandoned by Borrower, or if Borrower fails to respond to Len ler within 30 days from the date

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

Lender shall have the right to hold the policies and renewals thereof, by the terms of any mortgage, deed of trust abhast of eldulqeeer much in thin to for it in equality edge clause of any for the tender of eldulques and end and ender of eldulques. that such approximate to start construction of the control of the

The insurance carrier providing the insurance shall be chose (2) gorrower subject to approval by Lender, provided.

may require and in such amounts and for such periods tember may require:

ensured against loss by fite, hazards meluded within the term "extended coverage", and such other hazards as Lender

5. Hazard insurance. Borrower shall keep the mixtor ments now existing or hereafter erected on the Property Morigage, and leaschold payments or ground rents, it and

assessments and other charges, thos and impositions, distibutable to the Property which may attain a priority over this under any mortgage, deed of trust or other scenario agreement with a lien which has priority over this Mortgage, including Borrower shall pas or cause to be paid all laxes.

4. Petor Mortgages and Deeds of Trus . Charges; Liens. Burrower shall perform all of Borrower's obligations Borrower under paragraph 2 hereof, then to injerest payable on the Note, and then to the principal of the Note.

the Note and paragraphs I and 2 hereof all be applied by Lender first in payment of amounts payable to Lender by 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than iring ediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paractarh 17 hereof the Property is sold or the Property is otherwise acquired by Lender.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds

they fall due, Borrower and vall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly consid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

the due dates of taxes, assessments, insurance premiums and ground rents. shall exceed the amount required to pay said If the any ant of the Funds field by Lender, together with the future monthly installments of Funds payable prior to

Funds are pledged as additional security for the sums secured by this Mortgage. the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of

unless such agreement is made or applicable law requires such interest to be paid. Lander shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

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

indebtedness evidenced by the Note and late charges as provided in the Note. 3. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



, 19 1.1. day of THIS VARIABLE RATE RIDER is made this 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 Consumer Loan and Security Agreement to The state of the s (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: and the state of the state of the second section of the (Property Address) The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount. ADDITIONAL COVENANTS. In addition to the cover and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: CHANGES IN PAYMENT'S AVEDULE DUE TO INTEREST RATE CHANGES. %, and also provides for changes in the interest rate The Note provides for an initial a mual interest rate of and payment schedule as follows: % in excess of the highest U.S. Prime Rate published daily in Borrower's rate will be a variable annual rate of the Wall Street Journal under "Money Rates" (the "index rate"). If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some o'ner interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. To figure the Annual Parcentage Rate, Lender adds percentage points to the index in effect the previous business day. Lender will change the Annual re-centage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is published. The interest rate will never be more than with the index change is published. The interest rate will never be more than than 9.00% per year. The interest rate in effect on the date 120 days before the final payment is due will be the rate Lender charges after that date Borrower's monthly payment will change annually on each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to n pay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrower a potice of any changes in the monthly payment at least 25 days (but no more than 120 days) before the date when the change becomes effective, I ender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been paid in full by , Borrower will pay the remaining unpaid p incipal and accrued interest in full on that date. Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by , Borrower will pay the remaining unpaid principal rand accrued interest in full on that date. Borrower's final payment will be adjusted so that the unpaid principal and interest due inder the Note will be paid in full. NOTICE. Lender will give to Borrower a notice at least once each year during which an interest rate adjustment is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and prior interest rates, a statement of the loan balance and other information required by law and useful to Borrower.

LOAN CHARGES.

If the loan secured by the 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 permitted Finits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums all early collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund to refunded the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be weated as a partial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their terms, or all or any part the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminish the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediated.	l of ing
due and payable.	
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IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider. (See Borrower)	:al) wer
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DUE-ON-TRANSFER RIDER

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

This Due-On-Transfer Rider is made this day of,
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to (the "Lender")
of the same date (the "Note") and covering the property described in the Security Instrument and located at:
en and the secretary state of the entry of the second seco
(Property Address)
AMENDED COVENANT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as foliows
A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 16 of the Security instrument is amended to read as follows.
16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years) or 'ess not communing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.
If Lender exercises such option to accelerate, Lender shall mail Bourov er notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.
Lender may consent to a sale or transfer (f. (1) Borrower causes to be submitted? a Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably eletermines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the transferent fine Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement. That is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Securit? Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.
Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.
IN WITNESS WHEREOF Borrower has executed this Due-On-Transfer Rider.
Sucille Lankerson (Scal)
1.350 FE for Exercise extinue Borrower
(Scal)