## **UNOFFICIAL COPY**

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.

8100 CAM LANE

4136113,

MIAMI LAKES, FL 33016

LOAN NUMBER: 50-514977



93099253

os Above This Line For Recording Data]-

#### **MORTGAGE**

THIS MORTGAG'! ("Security Instrument") is given on JANUARY 28TH . 1993 KOPERT B. PAYNE AND BRENDA J. PAYNE, FORMERLY KNOWN AS BRENDA ALFRED, The morteagor is HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

MULTI-BANK FUNDING CORP which is organized and existing under the learn of **ILLINOIS** 13 W. MAIN STREET, BENSENVILLE. IL 50106

, and whose address is

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

SIXTY FOUR THOUSAND AND NO/100 64,000.00

). This debt is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Insulativest secures to Lender: (a) the repayment of the debt evidenced MARCH 1ST, 2008 by the Note, with interest, and all renewals, extensions and medications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Paragraph Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the New For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 67 (EXCEPT THE SOUTH 3 FEET THEREOF) AND THE SOUTH FEET OF LOT 68 IN RUSSELL'S SUBDIVISION, BEING A SUBDIVISION OF LOTS 12 TO 16, BOTH INCLUSIVE, IN OWNER'S PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD 93099253 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 25-01-126-059

DEPT-DI RECORDING"

T#4444 TRAN 3812 02/05/93 \$:39:00 #5150 # \*-93-099253

COOK COUNTY RECORDER

which has the address of 9017 SOUTH CORNELL AVENUE

60617

Illinois

("Property Address");

(Zip Code)

CHICAGO

ILLINOIS -- Single Pemily -- Fanale Mae/Freddle Mac UNIFORM INSTRUMENT ITEM 1876L1 (9103) MFIL9141-04/91

Form 3014 3/90 (page i of a pages)

Perm 3624 9790 (page 2 of 6 pages)

(COLE) SJOTEL MATI

floods or floriding, for which Leader requires insurance. This insurance shall be maintained in the uncounts and Property insured against loss by fire, basands included within the sens "extended coverage" and any other hazards, including 5. Hauseril or Property Lemmance. Borrower shall keep the improvements now existing or hereafter erected on the

subordinating the item to this Security Internation. It Lender determines that any part of the Property is subject to a lient which may strain priority over this Security International Little Borrower a notice identifying the lient. Borrower shall satisfy the time one or more of the actions self forth above within 10 days of the giving of notice. in writing to the payment of the obligation secured by the lien in a manage to the Lender; (b) content in good faith the lien by, or defends against enforcement of the lien; or (c) accurate from the holder of the lien an agreement of the lien; or (c) accurate from the holder of the lien an agreement of the lien; or (c) accurate from the holder of the lien an agreement of the lien; or (c) accurate from the holder of the lien an agreement of the lien;

SOLIDAGE, sperj incombigly discharge any tien which has privately over this Socurity lastermout unless Bottower; (a) agreed

under this puragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid time directly to the perior owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid Property which may strain priority over this Security Instrument, and lessohold payments or ground care, if any. Borrower A. Charges, Liene. Borrower shall pay all taxes, assessments, charges, fines and impossives attributable to the

peragraph 2; third, to intercat due; fourth, to principal due; and last, to any late charges due under (ne. Youe,

peragraphs i and 2 shell be applied: first, to any prepayment charges due under the Note; second to amounts payable under 3. Application of Payments. Unless applicable law provides otherwise, all paymant received by Leader under

secured by this Security Instrument.

sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the same Funds held by Lender, M. under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or

Door payment in full of all mans secured by this Security Instrument, United shall promptly refund to Borrower any deficiency in no more than twelve monthly payments, at Lendor's sole discensor.

ance case: postooner about pay to Lender the senount necessary to make up the deficiency. Borrower shall make up the Lender at any time is not sufficient to pay the Bacrow Nems when due Lender may so notify Borrower in writing, and, in BOTTOWER for the excess Funds in accordance with the requirements of explicable law. If the amount of the Funds held by If the Punds held by Lender exceed the amounts permittee to beld by applicable law, Lender shall account to

secured by this Security Instrument.

and the purpose for which each debit to the Funds was need. The Funds are pledged as additional security for all sums or certaings on the Pands. Borrower and Lender may serve in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual expunsing of the Funds, showing credits and debits to the Funds agreement is made or applicable law requires inacrafus be paid. Lender shall not be required to pay Borrower any interest catase tax reporting service used by Lender in conscion with this loan, unless applicable law provides otherwise. Unless an Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent rest account, or verifying the Eacrow Ment. Inches Lender pays Borrower interest on the Punds and applicable law permits the Eacrow items, Lender may not coarge Borrower for holding and applying the Funds, annually analyzing the escrow

(including Lender, if Lender is such 24 institution) or in any Pederal Home Loss Bank, Lender shall apply the Pands to pay The Plands shall be held in safergatation whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expecifial es of future Bacrow Items or otherwise in accordance with applicable law. amount not to exceed the Later amount. Leader may estimate the amount of Punds due on the basis of current data and another law that applies to its Punds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an Seubsment Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless amount a leaster to a calend mortgage loan may require for Borrower's carrow account under the federal Real insurance positions, if any; (c) yearly mortgage insurance premiums, if any; and (t) any sums payable by Borrower to Landar, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These issues are called "standar with the payable by Borrower to Landar may, at any time, collect and hold Funds in an amount not to exceed the maximum payments or ground tests on the Property, if any; (c) yearly lazard or property insurance premiums; (d) yearly flood taxes and execuments which may stain priority over this Security Instrument as a lien on the Property; (b) yearly lesseshold to Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly L'inside for Taxes and Insurance. Subject to applicable law or to a written waiver by London, Borrower shall pay

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

cosmobrances of record.

Borrower warrance and will defend generally the title to the Property against all claims and demands, subject to any montpage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. BOBROWER COVENANTS that Borrower is lawfully acised of the estate hereby conveyed and has the right to

"Proporty" It is institutionally instituted to in this Security Institution as it. "Property." and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOGETHER WITH all the improvements now or hereafter enciced on the property, and all casements, appuremences,

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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 answer 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 Leave and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due 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 price to the acquisition.

6. Occupancy, Preservativa, Malatenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall cocrety, 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 extensiating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, all we 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 exercise materially impair the lien created by this Security Instrument or Lender 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 imprument 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 statements 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 lesschold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the least not 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 Lender 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 paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Econower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

. requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loss 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 insurance 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 payments 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 ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. 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.

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

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enforcement of this Security Instrument discorninged at any time prior to the earlier of: (a) 5 days (or such other period as 18. Borrower's Right to Remarate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must nay all sums accured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

is. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security herement or the Note 15. Coverating Law; Severability. This Security Instrument shall be governed by federal 1977 and the law of the

provided for in this Security instrument shall be deemed to have been given to Borrower or Lands when given as provided first class; mail to Lender's address stated herein or any other address Lender designates by artice to Borrower. Any notice Property Address or any other address Borrower designance by notice to Lender. Any notice to Lender shall be given by mailing at by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14, Motices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

a tirect payment to Borrower, If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote. refunded to Borrowa. Lender may choose to make this refund by reducing he principal owed under the Note or by making the charge to the permitted limit; and (b) any sums aiready collected it in Borrower which exceeded permitted limits will be with the loan exceed the permitted limits, then: (a) any such loan clarify anall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or o her loan charges collected or to be collected in connection 13. Louis Charges. If the loan accured by this Selvirity Instrument is subject to a law which sets maximum toan

forbest or make any acciminodations with regard w. b.e terms of this Security Instrument or the Note without that sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, Borrower's interest in the Property under the Arms of this Security Instrument; (b) is not personally obligated to pay the Instrument but does not execute the Note: (a) is 62-signing this Security Instrument only to mortgage, grant and convey that perspraph 17. Borrower's coverants and agreements and local and several. Any Borrower who co-signs this Security Security instrument shall bind and benefit he successors and assigns of Lender and Borrower, subject to the provisions of 12. Successors and Anigne Bour at Joint and Several Linbiblity; Co-signera. The covenants and agreements of this

not be a waiver of or preclude the evertise of any right or remedy. original Borrower or Borrower a successors in interest. Any forbestance by Lender in exercising any right or remedy shall officiarise modify smortization of the sums secured by this Security mainment by reason of any demand made by the ahall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall and o secute to release the liability of the original Borrower or Borrower's successors in interest. Leader modification of so was sums secured by this Security Instrument granted by Lender to any successor in interest

II. Borrow a live Released; Forbestrance By Leader Mot a Waiver. postpone the tax date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Unless I seder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Lender is sutherized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums accured by this Security Instrument, whether or not then due. an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is absorbaned by Borrower, or if, siter notice by Lender to Borrower that the condemnor offers to make

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

any condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, are hereby

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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 Servicer 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 accordance with paragraph 14 above and applicable law. The notice will state the naive 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 preceding 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 resintenance 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 Hazardous Substance or Environmental Law of which Borrower has actual conveledge. 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: pasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, 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 Lenger (ur her covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice of 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 must be cured; and (d) that failure to cure the default on or before the date specific in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judical 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 deicast of Borrower to acceleration and feraclosure. 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 with at 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, rersons ble attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender snew 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.

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