

UNOFFICIAL COPY

Loan No: 01830454
Borrower: ROBERT J. JAKUBOWSKI

T.G.F.
BOX 370

Data ID: 593

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PR-020 C 302

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

Permanent Index Number: 02-13-108-032

Prepared by: Riddle & Brown
2323 Bryan Street
Suite 1600
Dallas, Texas 75201

93115759

Return to: ACCUBANC MORTGAGE CORPORATION
1300 WOODFIELD ROAD, #201
SCHAUMBURG, IL 60173

RECORDING 131 06
#1111 TRAL 8259 02/21 93 10 11 69
#5373 # 93-115759
COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

LH:624041

THIS MORTGAGE ("Security Instrument") is given on the 11th day of January, 1993.
The mortgagor is ROBERT J. JAKUBOWSKI AND CHRISTINE L. JAKUBOWSKI, HIS WIFE

93115759

This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TEXAS 75251

("Borrower")

("Lender")

Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED and NO/100----Dollars (U.S. \$ 175,100.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2023. This Security 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 paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 32 IN BLOCK 38 IN WINSTON PARK NORTHWEST UNIT NO. 3 BEING A SUBDIVISION IN SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 21, 1962 AS DOCUMENT NO. 18430176, IN COOK COUNTY, ILLINOIS.

02-13-108-032
which has the address of 1157 EAST PATTEN DRIVE,

Illinois

60067
(Zip Code)

(Street)

("Property Address");

(City)

PALATINE,

93115759

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, unless reasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within 90 days of occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 90 days of occupancy. Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; secured by this Security Instrument immediately prior to the acquisition. Lender shall have the right to the Property prior to the acquisition shall pass to Lender to the extent of the sum of payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the principal shall not extend unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend 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. 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. Lender may make proof of loss if not made promptly by Borrower. 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.

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. 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. 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.

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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 interest 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 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 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 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 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 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 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 any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to the successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
18. 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.
19. Borrower's Right to Retain. 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: (i) Borrower pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) 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.
20. Sale of the Property. 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 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.
21. 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 main chance of the Property.
22. Remedies. Lender 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 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 flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal, state and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.
23. 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 must 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Loan No: 01830454

Data ID: 533

24. Acceleration Clause. Borrower agrees that should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Security Instrument under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of the Note secured hereby, within 60 days from the date the loan would normally become eligible for such guaranty, Lender may, at its option, to be exercised at any time thereafter, declare all sums secured by this Security Instrument immediately due and payable.

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Planned Unit Development Rider
- Other(s) [specify] Assumability Policy Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert J. Jakubowski (Seal)
ROBERT J. JAKUBOWSKI -Borrower

Christine L. Jakubowski (Seal)
CHRISTINE L. JAKUBOWSKI -Borrower

.....(Seal)
-Borrower

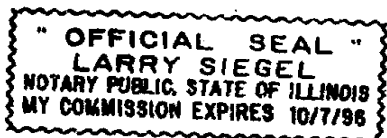
.....(Seal)
-Borrower

[Space Below This Line For Acknowledgments]

State of ILLINOIS
County of Cook

§
§

The foregoing instrument was acknowledged before me this 11th day of January, 1983, by
ROBERT J. JAKUBOWSKI AND CHRISTINE L. JAKUBOWSKI



My commission expires: _____

Larry Siegel
Notary Public
Larry Siegel
(Printed Name)

93115759

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Property of Cook County Clerk's Office

93115799

UNOFFICIAL COPY

Loan No: 01830454

Borrower: ROBERT J. JAKUBOWSKI

Data ID: 533

ASSUMABILITY POLICY RIDER

THIS ASSUMABILITY POLICY RIDER is made on the 11th day of January, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt or other such security instrument (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note(s) (the "Note") to

ACCUBANC MORTGAGE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument (the "Property") and located at:

1157 EAST PATTEN DRIVE,
PALATKA ILLINOIS 60067

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. **Acceleration.** The Note may, at the option of the Lender or the holder of the Note or its authorized agent (collectively, the "Note Holder"), become immediately due and payable upon transfer of the Property to any transferee, unless the acceptability of the assumption of the Note obligation is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

2. **Funding Fee.** A fee equal to one-half of one percent (0.5%) of the balance of the Note as of the date of transfer of the Property shall be payable to the Note Holder, as trustee for the Department of Veterans Affairs. If the assuming transferee fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by the Security Instrument, shall bear interest at the rate provided in the Note, and, at the option of the Note Holder, shall be immediately due and payable. This fee is automatically waived if the assuming transferee is exempt under Section 3729(b) of Chapter 37, Title 38, United States Code.

3. **Processing Charge.** Upon application for approval to allow assumption of the Note obligation, a processing fee may be charged by the Note Holder for determining the creditworthiness of the assuming transferee and subsequently revising the Note Holder's ownership records when an approved transfer of the Property is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code, applies.

4. **Indemnity Liability.** If the Note obligation is assumed, the assuming transferee shall agree to assume all of the obligations of the Borrower under the terms of the Note, the Security Instrument and any other instruments creating or securing the Note, including the obligation of the Veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created or evidenced by the Note or Security Instrument.

All other terms and provisions of the Security Instrument and any riders thereto shall remain in full force and effect.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Assumability Policy Rider.

--Borrower


ROBERT J. JAKUBOWSKI--Borrower

--Borrower


CHRISTINE L. JAKUBOWSKI--Borrower

VA DUE ON SALE

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