UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

WIDWEST FUNDING CORPORATION 1020-3137 STREET, SUITE 402 DOWNERS GROVE, ILLINOIS 15



DEPT-BI RECORDING

\$27.50

142733 TRAN 1537 03/30/93 16:41:00 42848 # *-93-234223

COOK COUNTY RECORDER

93234223

LOAN NO. 7714327

[Space Above This Line For Recording Data] -

STATE OF ILLINOIS

FHA MORTGAGE

FHA CASE NO.

131:7005401 703

This Mortgage ("Security instrument") is given on March 25, 1993 . The Mortgagor is BARBARA A. J. NES, DIVORCED AND NOT SINCE REMARRIED

Whose address is 7327 S. RHOLES AVENUE, CHICAGO, IL 60619
(Borrower'). This Security instrument is given to
HILVEST FUNDING COPPORATION
which is organized and existing under the laws of ILLINGIS , and whose address is
1028 31st Street, 5010 300, Downers Grove, IL 60515
("Lender"). Borrower owes Lender the principal num of Seventy Eight Thousand Two Hundred
Fifty Dollars and no/100
). 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 April 1, 2023, This Security instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all rane vals, extensions and modifications; (b) the payment of all other sums,
with interest, edvanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under the following described property located in
COUNTY, Illinois:

LOT 7 IN KOCH'S RESUBDIVISION OF LOT 2 (EXCEPT THE EAST 4 FEET 4 1/2 INCHES THEREOF) OF BLOCK I OF WILLIAM F. FLEMINGS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE MONTHZAST 1/4 OF SECTION 27 TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS 1 TO 11 INCLUSIVE IN BLOCK 1 OF WALTER 5. DRAY'S SUBDIVISION OF AFORESAID, IN COUR COUNTY, ILLINOIS.

7 C/0 93234223

Tax I.D. #:20-27-219-008

which has the address of

7327 S. RHODES AVENUE

CHICA(0

[Street]

illinois

6 0 6 1 9 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, apputerances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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."

BCRROWER 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 ensumbrances of record.

250

and at the option or Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or dailm for damages, direct or consequential, in conversion or other taking of any part of the Property, or for conversions and shall be paid to Lender to the adent of the property or for conversions and the Security Instrument, frat from the Property or for conversions and the property of the propert Any amounts dispursed by Lender under this Paragrams shall become an additional debt or borrower and be the obtion of Lender, shall be inneedlatery due and beyable.

Set the obtion of Lender, shall be immediately due and beyable. rights in the Property, interced by Lender under this Paragraph regiment use value or, the property including payment of taxes, hazard including payment of taxes, hazard included and other items mentioned in Paragraph 2. secured by this Security instrument. These amounts shall best interest from the date of disbursement, at the Vote is Boldsyld bus sub yield beginn so the shall be sh Bileot Lender s rights in the Property (auch as a processes) at oankrippey, for without and to be before the value of the Property and Lender's recesses to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazerd insurance and other items mentioned in Paradials 2. coverence and significant the Property (such as a proceeding in bankinpicy, for condemnation or to enforce taws or necessary to protect the value of the enforce taws or necessary to protect the value of the endows or necessary to protect the value of the property and lender's If bortower take to make these payments or the payments required by rangustic, c, or take to pertorm any other safest Lender's Infinite in the Property fauch as a proceeding in bankmotty, for condemnation or to enforce laws or is Borrower falls to make these payments or the payments required by paragraph; 2, or falls to perform any other sensets and an emember of the Security instrument. Or there is a least proceeding in this Security instrument, or there is a least proceeding that may significantly on unity oriently to the centify which is owned the payment, it issues to Lender steep shows bey shows a next the payment. It Borrower falls to make these payments or the payments required by Paradrabit. 2, or falls to beginn any or CA THERMOLPH CHARGES, THES SILD HELP SHATE THE BUSINESS HELP STREETLY TO THE STREET STREET THE STREETLY TO THE STREET STR and consigns to the entity which is owed the devinent. If failure to day would adversely affect Lender's interest in the comment, if failure to day would adversely affect Lender's interest in the continuence obligations. E. Charges to Borrowse and Protection of Lenday's Rights in the Property. Borrowse shall pay all governmental strategical charges fines and impositions that are not arabided in Paradiable S. Borrowse shall pay all governmental minimistrated in Paradiable S. Borrowse shall pay all governmental strategical charges. representations concerning borrowers occupancy of the Property as a principal residence. If this Security instrument is leasehold and lee tide shall not be merned unless Lender agrees to the merner in writing. esselvid and lee title shall not be merged unless Lender agrees to the merger in wrights.

a. Charges to Borrows and Protection of Lender a Rights in the Property. Borrow Lengues which are the concerning bordwers occupancy of the Property as a principal residence. If this Security instrument is on a lessebold. Bordwer shall comply with the provisions of the lesse. If Bordwer scalings the title Security instrument is to protect and precess, gave materially false or insections by the town share are preserve such vacint or sounded informations or insections with the icen evidenced by the Note, including, but not limited to, representations concerning Bornower's occupancy of the Property as a principal residence. If this Security institution to, including, but not limited to, as a principal residence, if this Security institution to. Substituting the Property if the Property to serow the requesty to determine, reasonable was and teas excepted, continuous and preserve such vacurators and preserve such vacurators of abandoned or the loan is in default. Lender may take reasonable action loan application process, gave musically false or fraccurate information or statements to Lander (or tailed to provide the shau noiny Lenders or any expension of cum stances, borrower shau not commit weste or destroy, damage or absorbed, or allow the Property to deteriorate, reasonable west and test excepted, Lender may take reasonable action in a property is the property or allow the property or absorbed or the loan is in default. Lender may take reasonable action binus nationary an portives, or uness extentessing unconstances asia; which are beyonk portivers a commit all notify Lenders of any extentialing circumstances. Borrower shall not commit waste or destroy, demage or aubatantially chance the Property or allow the Property to deteriorate, reasonable west and test excented. Lend notice harderly for Borrower, or unless adentishing circumstances exist which are beyond Borrower's control. Borrower's shall notify Lenders of any extentishing circumstances. Borrower shall not commit waste or destroy, demands we carried the peyond Borrower's control. Borrower's harders of any extentishing circumstances. Borrower shall not commit waste or destroy, demands or Leasehords, borrower shall occupy, establish, and use the Property as borrower a principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will calculate hardship for Borrower, or unless extentially distributed as administration of comparing circumstances exist which are beyond Borrower's control, Borrower's brincipal and the requirement will calculate the secretary determines this requirement will calculate the secretary determines the Secretary determin A Occupancy, Preservation, Mannienance and Profection of the Property; Borrower's Loan Application after the execution of the Security Instrument and shall continue to occupy the Property as Borrower's principal residence within all dy lays as secution of this Security Instrument and shall continue to occupy the Property as Borrower's principal and lays are continued to occupy the Property as Borrower's principal and shall continue to occupy the Property as Borrower's principal and the Property and the Property as Borrower's principal and the Property and The Property and The Property as Borrower's principal and the Property and The Proper Sciedness, air rigiri, tius siro statetest or nottuwer in siru to insurance ponicies arronde sirain pass to fire property. 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In the event of foreclosure of this Security instrument or other transfer of title to the property instrument or other transfer of title to the property it and interest of secretaring and insurance policies in force shall pass to its first in the property it is and interest of secretaring and insurance policies in force shall pass to its first insurance policies. extend by posipone the due date on the monthly payments which are reletted to in relet applic, or change the amount shall be said to the entity ledgify entitled thereto. (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not of such payments which are referred to in paragraphs. Any excess insurance proceeds over an amount required to gay all outstanding the amount fedured to gay all outstanding the smount. and the south of t Instrument, these to sary desirguent amounts applied in the Groes in Paragraph (* and then to prepayment or principal for the desired of the damaged property. Any application of the processor of the principal shall not extend or bostone the due date of the monthly bayments which are released to in Principal shall not be treed of the monthly bayments are released to in Processor. So or change are Instrument, that to any definduent amounts applied in the order in paregraph ? and then to prepayment of principal, or (b) to the restoration of the paregraph? Any application of the paregraph ? 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Fire, Flood and Other is a line in the Bonower shall insure all improvements on the Property, whether in existence or subsequently erected. Acting any hazards, cesualties, and contindencies, including the for whi ESCOUND, to any times monthly monthage insurance premium;

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Insurance premium, es resulted; ELEH, to late charges durinder he Note. etoN arti to la amortization of the Motes Secremin in the monthly mortgade traumine manner to the Secretary or to the monthly charge by the LHIPLY to Interest, C. S. O. Withe Mote. TAWOR 8 SECOUND STRIN OF CREULED WRD BLTY UNESTICE TERMINING TO BULL STRING STRING (S), (U) SIND (C), A PATABOR OF PATENTIAN OF STRING E AT MAY'S SCOOLING BY STREETH AND THE STATES TO STREETH STATES IN THE STATES TO STREET STATES TO STATES TO STATES THE ST shall be credited with the belance remaining for all sums secured by this Security instrument, Borrower's account shall be credited with the belance remaining for all installment and (c) and any mortgage insurance and summediately prior to a foredosure sale of the Property or its acquisition by Lender parameters on two Pecones obligated to pay to the Secretary, and Lender shall promptly refund to a foredosure sale of the Property or its acquisition by Lender, por work account ahall be credited with any balance remaining for all installments for items (a), (b) and (c). shall be in an amount equal to one-twelfirh of one-half percent of the outstanding principal balance due to the because tenders to bedeen the full payment of all sums secured by this Security instrument, Borrower's account and the believe remaining for all installments for sems (a), (b) and (c) and any mortigage insurance account. the full enrices premium to due to the Secretary; or if this Security instrument is held by the Secretary; or if this Security instrument is held by the Secretary, asch monthly charge that is amount equal to one-twenth of one-twent equal to entate the outstanding principal balance due on the Note. the Secretary, or (ii) a money charge marked or a mongage insurance premium a ring Security instrument is need by the full annual modgage fractismes premium shall be in an amount sufficient to accumulate insurance premium with Lender one month prior to the date the full annual mortgage insurance premium shall be in an amount sufficient to accumulate insurance premium shall be in an amount sufficient to accumulate insurance premium shall be in the insurance of the full annual montgage. psymens sness also include enner: (i) an installment of the annual mongage insurance premium to be paid by then the Secretary, or (ii) a monthly charge installment of a mondage insurance premium if this Security instrument is their beid by the Security instrument is the monthly instrument in an amount sufficient to accumulate the security instrument of the mondage insurance premium ahalf be in an amount sufficient to accumulate the security instrument in accumulate the security instrument is a paid by the security instrument of the mondage insurance premium and the security instrument is a paid by the security instrument and insurance premium and in an amount sufficient to accumulate the security in the secur her designee, in any year in when the Lencer must pey a mongage insurance premium to the bedid by Lender to Secretary, each montgage insurance premium to be paid by Lender to the Secretary, or (iii) a monthly charde instead of a montage insurance premium if this Security instrument is held by the As used in any year in which the Lender must pey a mortgage insurance premium to the Secretary, each montry or mounts and urush the Secretary, each montry or mounts and urush the Secretary, each montry or mounts and including the secretary or make or mounts and urush to the Secretary, each montry or make the secretary make the secretary or make the s Ours necessary to make up the denciency on or before the date are sem becomes due.

As used in this Security instrument, "Secretary" means the Secretary of Housing and Urban Development or his or designee, in any year in which the Lender must bey a mondace insurance bremium to the Secretary, each monthly Lenger area series for subsequent psyments by Borrower, at the option of Borrower, if the total of the payments amount necessary to make up the deliciency on or before the item when due, then Borrower if the total of the payments made amount necessary to make up the deliciency on or before the item when due, then Borrower and of the payments made amount necessary to make up the deliciency on or before the date the item becomes due. amount necessary to make up the deliciency on or belore the date the flem becomes due.

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If at any time the total of the payments held by Lender for items (a), (b) and (c), together with the future monthly ments for more nevable to Lender prior to the due dates of such items, exceeds by more than one-shah the equivated anywhere it is the the antiquent, the second and the anounts collected in that to pay tiems (a), (b) and (c) before they become delinquent. Lender shall hold the amounts collected in that to pay tiems (a), (b) Property, and (c) premiums for insurance required by Paragraph e, estimated by Lander, plus an amount of items (a), (b) and (c) shall equal one-twelfth of the annual amounts. Sa reasonably estimated amounts. The full annual amount for each term shall be accumulated by Lender within a period ending the month before an term would become delinquent. Lender shall hold the amounts collected within a period ending one one of the amounts of the togenier with the principus a to attended as see to titler the property. (b) leasehold payments or ground range on the property. and (c) premiums for insurance required by paragraph 4. The debt evidenced by the ricke and late charges due under the note.

2 shorthly payments (1 lakes, insurance and Other Charges, Borrower shall include in each monthly payment, and charges are insurant to be levied against the Property. (b) leasehold payments or include in the levied against the Property. (b) leasehold payments or integralment of any (a) takes and the property. 1. Payment of Principal, Interest and Late Charge, Borrower shall pay when due the principal of, and interest on, debt evidenced by the hore and late charges due under the Note. the debt evidenced by the Alote and lete charges due under the Note.

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date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity ingally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

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(a) Default. Lender may, except as ilmited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(I) Borrower defaults by falling to pay in full any monthly payment required by this Security instrument prior

to or on the due date of the next monthly payment, or

(ii) Borrower defaults by falling, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Walver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defauts, to require immediate payment in full and foreclose if not paid. This Security instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not In sured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurer ce under the National Housing Act within 60 0 A Y S from the date hereo Lander may, at its optior, and notwithstanding anything in Paragraph 9, require immediate payment in full of all from the date hereof. sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated from the date hereof, declining to insure this Security Instrument and the subsequent to 60 0 A Y s note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit

a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due viscor the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and re-sonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon re) is atement by Borrower, this Security Instrument and the oblinations that it secures shall remain in effect as it under had not required immediate payment in full. However, Lander is not required to permit reinstatument if: (i) Le ider has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately priceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure or different grounds in the future, or (iii) reinstatement will adversaly affect the priority of the lien created by this Security is strument.

11. Borrower Not Released; Forbearance by Lender No. Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Romower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any furcessor 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 for learance by Lender in exercising any right

or remedy shall not be a walver of or preclude the exercise of any right or ramedy.

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 this Security Instrument shall brittle state satisfactors and agreements shall be joint and solveral. Any Borrower who provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but dose not execute the Note: (a) is co-signing this Capurity Instrument only to mortgage, grant and convey that Borrover'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) a places that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to any terms of this Security instrument or the Note without that Bornower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by distribution of the 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 address Lender designates by notice to Borrover. 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.

14. 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 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.

Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or walve any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. FIXA ILLINOIS MORTGAGE FORM

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