· (Space Above This Line For Repording Date)-

MORTGAGE

261200208

THIS MORTGAZE ("Security Instrument") is given on mertyagor is MICHARL II OCCUMELL, A BACHELOR

MARCE 29, 1993

The

("Borrower"). This Security instrument is given to gr. PAUL PROGRAL HAME FOR BRYSHOS

which is organized and existing under the laws of the

("Lunder"). Borrower owes Lender the principal sum of THINTY FOUR TROUBARD AND 00/100

Dollars (U.S. 7 24,000.00). This debt is evidenced by Borrower's note dated the same date as this Sequer, Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APTIC 1, 2008 . 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 Porrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby martgage, grant and convey to Lender the following described property located in COOK.

THE EAST 5 PRET OF LOT 39 AND ALL OF LOT: 46 IN BLOCK 1 IN MITCHELL ADDITION TO CLARKEDALE, BEING A SUBDIVISION OF THE WATE 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 MOREN, NAME 13 MAST OF THE TRIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIF.

COOK COUNTY DECIMARY 1813/100

Which has the address of

60652

(No Code)

3231 83RD 92 W (buell ("Froperty Address")

BANDIS-Gingle Family-Famile Mas/Preddle Mae UNIFORM INSTRUMENT

Perm 1014 Sign (ppm 1 of 8 paper)

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Property of County Clerk's Office

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TOORTHER WITH all the improvements now or hereafter protein on the property, and all entered appurtenances, and fintures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

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foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully select of the cetate hereby convoyed and has the right to mortgage, grant and convoy the Property and that the Property is unencombered, except for encombrances of record. Borrower warrants and will defend senerally the title to the Property against all visions and demands, subject to any encombrances of record.

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

UNIFORM COVENANTS. Borrower and Lunder governmt and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly 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.

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punde") for: (a) yearly taxes and assessments which may attain priority over the Socurity Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums. If any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are sailed "Escrow Items." Lender may, at any time, collect and hold Funds in an amount socto exceed the maximum amount a lender for a foliantly related mortgage loan may require for Borrower's escrow account under the federal Roal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 or seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount soft to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current dats and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held but in institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in cornection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Londer exceed the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in accordance with the requirements of replicable law. If the amount of the Funds held by Londer at any time is not sufficient to pay the Borrow Items when due, Londer may so notify Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lunder's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender short promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale on a credit against the sums secured by this Security Instrument.

3. Application of Payment. Unless applicable law provides otherwise, all payments record by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to execute payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a manner acceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies; or (c) secures from the holder of the lies an agreement estimatory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower's notice identifying the lies. Borrower shall satisfy the lies or take one or more of the actions set forth above within 10 days of the giving of motice.

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3. Hazard or Property Insurance. Secretar shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheid. 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 secondance 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 rescipts of paid premiums and renewal notices. In the event of ions, Borrower shall give prompt notice to the insurance carrier and

Lender. Londer 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 is economically feasible and Lender's security is not issuence. If the restoration or repair is not economically feasible or Lender's security would be issuence, 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, shandons the Property, or door not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then the form any 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 Linder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due day of the monthly payments referred to in puragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Popiny is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Preserty: Borrower's Loan Application: Leaseholds. Borrower shall accupy, which, and use the Property as Corrower's principal residence within sixty days after the execution of this Security Instrument and simil continue to occupy the Property as Storrower's principal residence for at least one year after the date of occupancy, unkne Lunder whorwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances what which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriors a or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whether sivil or or minal, is begun that in Lender's good faith judgement could recult in forfeiture of the Property or otherwise materially impair the list a rested by this Socurity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by eausing the action or proceeding to be dismissed with a ruling that, in Londor's good faith determination, projecte farfaiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security interest or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave not delly false or insecurate information or statements to Lender (or failed to provide Lender with any material information) in contravion with the luan 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 Proporty, the leasehold and the fee title shall not merge unless Lender agrees to the ranger 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 expect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce law or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's nights in the Property. Lender's actions may include paying any same secured by a lien which has priority over this Security facts are in, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may have action under this paragraph 7. Lender does not have to do so.

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

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8. Mertgage 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 course to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance enverage 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 coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu.

Figure 246 pages

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of mortgage insurance. Loss receive 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 reutonable entries upon and inspections of the Property. Lander shall

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

19. 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 accured 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the come 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 Burrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking in less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lander otherwise agree in writing or unless applies have otherwise provides, the proceeds shall be applied to the sums secured the Security Instrument whether or not the sums are then due.

If the Property is abac do hed by Berrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for thanges. Borrower falls to respond to Lender within 30 days after the date the notice is given. Londer 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 Londer and Borrower other wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments for red to in paragraphs 1 and 2 or change the amount of such payments.

11. Berrower Not Released; Forbear of By Londor Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by the footply Instrument granted by Lender to any 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 Anigna Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londor and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and severa. Any Borrower who so-signs this Security Instrument but does not execute the Note: (a) is en-signing this Security Instrument; and 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 are agree to extend, modify, forbear or make any accommodations with regard to the terms of this liceurity instrument or the Note without that Borrower's consent.

13. Lean Charges. If the loss secured by this Security Instrument is subject to a low which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) any such loss charge shall be reduced by the analysis of reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Burrower. Lender may choose to make this refund by reducing the principal owed under the rive or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment which any preconnect observe under the Note.

84. 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 Londer. Any notice to Londer shall be given by first slass mail to Londer's address stated herein or any other address Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londer when given as provided in this paragraph.

IS. 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 prevented.

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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 Berrower. 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 Lander's prior written consent, Lander 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. This 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 field to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Relastate. If Borrower mosts certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no seceleration had occurred; (b) cures any default of any officer coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fee; 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 contains unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall romain fully officers as if no secoleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Charge of Loss 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 settiny (known as the "Losn Servicer") that collects morally payments due under the Note and this Security Instrument. There also may be one or more changes of the Losn Servicer variety and to a sale of the Note. If there is a change of the Losn Servicer, Sorrower will be given written notice of the change in secondance with paragraph 14 above and applicable law. The notice will state the same 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.
- 28. 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 Bavironmental Law. The providing two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any says 'getten, claim, demand, lawsuit, or other action by any governmental or regulatory agreey or private party involving the Property and any Hazardous Substance or Environmental Law of which Serrower has actual knowledge. If Serrower 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. Sorrower shall promptly take all resentency remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Bubetaness" are these substances which as texic or hazardous substances by Havirrannestal Low and the following substances: gazeline, harasene, other flammable or texic paralleum products, texic paralleum products, texic paralleum products, texic paralleum products, containing asherine or formaldelyde, and a linearists. As used in this paragraph 20, "Environmental Law" means federal lows and lives of the jurisdiction where the projecty is incested that rather to health, safety or environmental protection.

MON-UNIFORM COVENANTS. Berrower and Londor further governant and agree on follows:

- 21. Acceleration; Remedies. Leader shall give active to literature prior to acceleration follows Bernaue's breach of any sevencest or agreement in this Security Instrument (but not prior to acceleration under pastery) 17 union applicable less provides otherwise). The active shall specify: (a) the default; (b) the action required to our site default; (c) a date, not less than 30 days from the date the active is given to Bernauer, by which the default must be cared; and (d) that follows to care the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclassers by judicial proceeding and sale of the Property. The notice shall further inform Bernauer of the right to reinstate after acceleration and the right to associate for the follows the follows or any other defence of Bernauer on acceleration and foreclassers. If the default is not cared on or before the date specified in the action, Leader at its option may require insteading payment in full of all sums secured by this Security Instrument without further demand and may foreclass this Security Instrument by judicial proceeding. Leader shall be cardial to called all emposes incurved in providing the remarks provided in this paragraph 21, including, but out linds to, remembels alternacyo' from and much of this privaters.
- 22. Release. Upon payment of all owns secured by this Security Instrument, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any incontains easis.
 - 21. Water of Househood. Borrower waters all right of transcreet enemption in the Property.

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UNOFFICIAL COPY 24. Riders to this Requesty Instrument. If one or more riders are executed by Borrower and recorded ingether with

Adjustable Rate Rider Graduated Payment Rider Ballson Rider Cher(s) [specify] LORN	Rate Improvement Rider	I-4 Family Ridor Ridor Biweekly Payment Ridor Second Home Ridor	
and in any shippers agreement by Boss	ensure and executed with it.	me and euvenients contained in this	Security Instrumer
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0	Hicharl N		-Bollower
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n Netary Public in and for said coun	•		}## <u>#</u> #################################
MICHAEL N OCCUPRELL, A	BACHELOR	mentanamananananananananananananananananan	***************************************
nemonally known to me to be the se	ame person(s) whose name(s) nt; appeared before me this day in	person, and asknowledged that	arija M arradonia
subscribed to the foregoing instrume	as the season works	MILEY AND HIS CHAINS AND CHIRDCHE	TO THE REAL PROPERTY.
subscribed to the foregoing instrume signed and delivered the instrument (eshallade		1993
subscribed to the foregoing instrument signed and delivered the instrument of Given under my hand and office	pial seal, thisda		
subscribed to the foregoing instrume signed and delivered the instrument (eshallade		
subscribed to the foregoing instrument signed and delivered the instrument of Given under my hand and office My commission expires:	eshallade		

Property of Cook County Clerk's Office

LOAN RIDER

LOAN NO. 261206208 DATE MARCE 29, 1993

THIS RIDER is incorporated into a certain Security Instrument dated of even date becowith given by the undersigned (the "Borrower") to St. Psui Federal Rank For Savings (the "Lander") to secure a mortgage indebtedness; said Security Instrument encumbers real property community described as:

3531 63RD 67 X

CHICAGO

IL 60652

(MICPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a remonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Lone Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIGIAL

MICHAEL H	CONTRACT OF	all_	Borrower
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·		·	Bostower
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Proberty of Cook County Clerk's Office