Loan No. 940057190

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ollars (L	U.S. \$ 53.5)0.00). This debt is evidenced by Bore				taomuste
'his Secu and mod Security I	urity instrumer, secures difications of the Artic! (t Instrument; and / .) the p	hly payments, with the full debt, if not paid ostilo to Lender: (a) the repayment of the debt eviden b) the payment of all other sums, with interest, conformance of Berrower's covenants and agree fortgage, grant and convey to Lender the followi	iced by the Note, advanced under ments under this !	with Interest, and paragraph 7 to pri Security Instrumon	all renowals, ex elect the securit Land the Note.	v of this
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Form 3014 9/90 (page of 5) initials:

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Fands. Lender shall give to some weak hourse must an injuried or or or of the Funds and tooks to the Funds and the purpose for which each dobt to the Funds are made. The wide are produced according a security or all sums secured by this becauty instrument.

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

Open payment in full of all sums secured by this Security Instrument, Lender shall promptly reland to Borrown any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sello of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note; second, to amounts 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 Inserted payments or ground runts, 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 paraon owned payment. Borrower shall promptly furnish to Londor all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londor receipts evidencing the payments.

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

5. Hazard or Property Insurance. Benever shall keep the improvements now existing or hereafter enterted on the Property insured against loss by fire, har arcs included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander 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 withheld. It Borrower tails to maintain coverage occers, ad 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 receivals shall be acceptable to Londor and shall include a standard mortgage clause. Londor shall have the right to hold the policies and renewels. If Londor requires, Borrowel shall promptly give to Londor all receipts of paid premiums and renewal notices. In the event of loss, Corrowel shall give prompt notice to the insurance carrier and Londor may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other the egree in writing, insurance proceeds shall be applied to restoration or repair to 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 exists paid to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrowhat of the claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property of 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 Lender and Borrower otherwise agree in witter. 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 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 Sect rity it strument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of this Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use 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 without or unless extensioning circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property of with Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, vincing circumstances exist which are beyond judgment could result in forfeiture of the Property or otherwise materially implies he find created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in reagraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture in the Borrower's interest in the Property or other material impairment of the lien created by this Security instrument or Lender's security in teres. Borrower shall also be in default if Borrower, the loan application process, gave materially lalse or inaccurate information or sistements 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 control or 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 Picperty (such as a proceeding in bankruptcy, probate, for condemnation or fortesture 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 my sums secured by a line which has priority over this Socurity Instrument, appearing in court, paying reasonable attorneys' fees and catening 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, those amounts shall be ar 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 security by 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 promiums 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 faw.

 9. Inspection.
- 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 fied of condemnation, are hereby assigned and shall be paid to Lender.

Form 3014, 9.90 (page 2 of 4 pages) initials

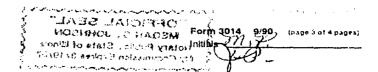


In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before 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 Londor 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 tair market value of the Property immediately before the taking. Any betance 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 Londor 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 Lander to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower falls to respond to Lander within 30 days after the date the notice is given, Lander 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.

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

- 11. Borrower Not Released; Forbearance By Londer Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londer 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, and the security of the security o
- 12. Successors and realigns Bound; Joint and Several Liability; Co-aligners. The covenants and agreements of this Security Instrument shall bind and bent in the successors and assigns of Londer and Berrower, subject to the provisions of paragraph 17. Benewer's covenants and agreements shall bind and several. Any Berrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signify this Security Instrument, only in nortigage, grant and convey that Berrower's interest in the Property under the terms of this Security Instrument; (b) is not personner, obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Berrower may agree to extend, modify forbear or make any accommodations with regard to the forms of this Security Instrument or the Note without that Berrower's consent.
- 13. Loan Charges. If the loan secured Fy 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 making 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 Lander. Any notice to Londer shall be given by first class mail to Lander's address stated herein or any other address Lander 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 of remed by federal taw 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 Now 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 Sorrower 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 proughly instrument. However, this option shall not be exercised by Lender if exercise is prohibited by lederal law as of the date of this Socurity (nst amont.
- If Londer exercises this option, Lender shall give Borrower notice of acceleration. The notice abilit 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 his Security Instrument. If Borrower falls to pay those 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 Reinstate. It Borrower meets certain conditions, Borrower shall have the right to item 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) out y of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Londer all sums which then would be due under this Security Instrument and the Note as if no acceleration itad 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' tees; and (d) takes such action as the pay the sums recurred 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 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.



From Balbaco



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. Bettewer shall not de, nor allow anyone ese 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 maintenance 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 knowledge. If Borrower tearns, 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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gaseline, keresone, other flammable or toxic petroleum products, toxic posterides and herbleides, volatile solvents, materials containing asbestes or formaldehyde and radioactive 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 resolvents.

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

NON- UNIFORM COVENANTS. Borrower and Londer 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 fallure 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 rate of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the precious proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the judguit 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. Jender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not implice to, reasonable alterneys' fees and costs of title evidence.

22. Release. Upon puyrient of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower et all pay any recordation costs. so rower waives all right of homestead exemption in the Property 23. Walver of Homestead. 94626928 24. 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 ear a such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the ricer(s) were a part of this Security Instrument. [Check applicable box(es)] X Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Franced Unit Development Rider Biweekly Payment Rider Balloon Rider Rate I apro rement Ridor Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the term, and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it Witnesses (Seal) MARIENE PATT : RSC N -Borrower (Seal) -Borrower (Seal) Borrower (Seal) -Borrower _ [Space Below This Line For Acknowledgment] STATE OF ILLINOIS, County ss: in the contract of the processing the a Notary Public in and for said county and state, do hereby certify that MARIENE PATTERSON AND JACQUELYN PRUITT. 网络人 医神经管 1 -... , personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 14th day of July, 1994 My Commission expires:

Record and Return to

This instrument was prepared by C. SIEKIERSKI

OFFICIAL SEAL MEGAN S. JOHNSON Notary Public, State of Minols My Commission Expires 3/19/97

Form 3014 9/90



(1 Year Treasury Index - Rate Caps)

and the control of th
THIS ADJUSTABLE RATE RIDER is made this 14th day of July 1894
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
Adjustable Rate Note (the "Note") to
THE MORTGAGE CENTER, INC.
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
9410 S, WABASH CHICAGO, ILLINOIS 60619-
[Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.
ADDITIONAL CUVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 9.750 %. The Note provides for changes in the
Interest rate and the month's payments, as follows: 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates The interest rate I will be may change on the first day of July 1995 , and on that
day every 12th month thereafter. East date on which my interest rate could change is called a "Change Date." (B) The ladex
Beginning with the first Change Dard, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States realury securities adjusted to a constant maturity of † year, as made is available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each
Change Date is called the "Current Index." If the Index is no longer available, the More Holder will chaose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding
result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in
Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the
unpaid principal that I am expected to owe at the Change Date : fill on the maturity date at my new interest rate
in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.
The interest rate 1 am required to pay at the first Change Date vill not be greater than 11.750 % or less than 9,750 %. The Note provides that in any event the interest rate shall not be less than the initial
interest rate. Thereafter, my interest rate will never be increased or decreased on any single
Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding
twelve months. My interest rate will never be greater than 15,750 4 (E) Effective Date of Changes
' My new interest rate will become effective on each Change Date. I will ply the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment (
changes again. (F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information equired by law to be given me and also the title and telephone number of a person—who will answer—any question—a nave regarding the
notice. Appendid to Althorno E
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Iniform Covenant 17 of the Security Instrument is amended to read as follows: TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or
ony interest in it is sold or transferred (or if a beneficial sinterest in Borrower is sold or transferred and
Sorrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immedi- ate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by
ender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not
exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines
that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or
agreement in this Security Instrument is acceptable to Lender.
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Modified for First Security Savings Bank, F.S.B.

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without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Berrower 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

To the extent permitted by application law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that be hote and spreament that be hote and spreament and that obligates the transferee to keep all the promises and agreements made in the Hote and in this Security Instrument in this Security Instrument. Borrower will continue to be obligated under the Mote and this Security Instrument unless Lender releases Borrower in writing.