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ILLINOIS

MORTGAGE

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PMC# 781262-4

THIS LOAN IS NOT ASSUMABLE **NOTICE:** WITHOUT **APPROVAL** OF THE **AFFAIRS OF VETERANS** DEPARTMENT AGENT. ITS **AUTHORIZED** is RIDER of attached made part a instrument.

T ₁	IIS :	INDE	NT UR	E, mac	le this	2187	,		day of ,		APRIL.	• • • • • • • • • •	******	.,,,,,,	1994	between	
LAWRENC	CE	F. U	P3A	UAK i	and ROB	IN L. URI	BANIAF	C, HIS V	VIFE, 33	140 WE	ST 66TI	i Place	, CHICA	GO, II	LLINOI	S 60629,	
Mortgagor	, a	nd I	LE.	r +101	RTGAGE	CORP.,	11200	WEST	PARKI.	AND A	AVENUE	e, Milw	AUKEE,	WISC	ONSIN	53224, a	l
corporation	n or	gani	zed ar	a erje	ting und	er the law	s of TH	ie stat	E OF R	HODE	ISLAND	, Mortga	gcc.				

WITNESSETH: That whereas we Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of FORTY-SIX THOUSAND EIGHT HUNDRED AND 00/100ths Dollars (\$46,800.00), payable with interest at the rate of SIX AND ONE-HALF per centum (6.55%) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE, VISCONSIN 53224 or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor, the said principal and interest being payable in monthly installments of TWO HUNDRED NINETY-FIVE AND 81/100ths Dolla's (5295.81), beginning on the first day of JUNE, 1994, and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of 1/AAY, 2024.

Now, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contributed, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

DEPT-01 RECORDING \$33.00 T+0011 TRAN 1501 04/27/94 11:35:00 +0246 + RV ※--タ4ー3アプラタら COOK COUNTY RECORDER

Office

LOT 32 IN BLOCK 15 IN EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MENLIPIAN, IN COOK COUNTY, ILLINOIS

TAX NO 19-23-226-022 VOL. 401

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

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TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any tien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and in such amounts, as may be required by the Mortgagee.

In case of the refural or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes o a sessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and assirance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thinty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate instanting of the note first described above.

It is expressly provided, however (all other provisions of this location to the contrary notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements clausted thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or long so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment it, that shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under said Note, until said Note is paid in full, a sum ("Funds") for: (I) yearly taxes and assessments which may attain priority over this Mortgage as a lien on said Premises; (II) yearly leasehold payments or ground rents on said Premises, if any; (III) yearly hazard or property insurance premiums; and (IV) yearly flood insurance premiums, if any. These items are called "Escrow Items." Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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(b). The aggregate of the incuracy while pursuant to simply agraph (a) and have payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, assessments, fire, flood, and other hazard insurance premiums;

(II) interest on the note secured hereby;

(III) amortization of the principal of said note; and

(IV) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any monthly payment of principal, interest, and escrow items when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Truster any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall ender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness ep esented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness, credit to the account of the Nortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a set all under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said stop we graph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

As Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now size or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness searcet hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, including flood insurance, on the improvements low or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pry promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the polities and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may replay proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and director to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortfagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured herein, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

In the Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons fiable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

In Case of Foreclosure of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and

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b allowed in any decree foreclosing this all such expenses shall bec THERE SHALL BE INCLUDED in any decree forcelosing this mortgage and be paid out of the proceeds of any sale made in

pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', sollcitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Veterans Administration on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

if the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any rovisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

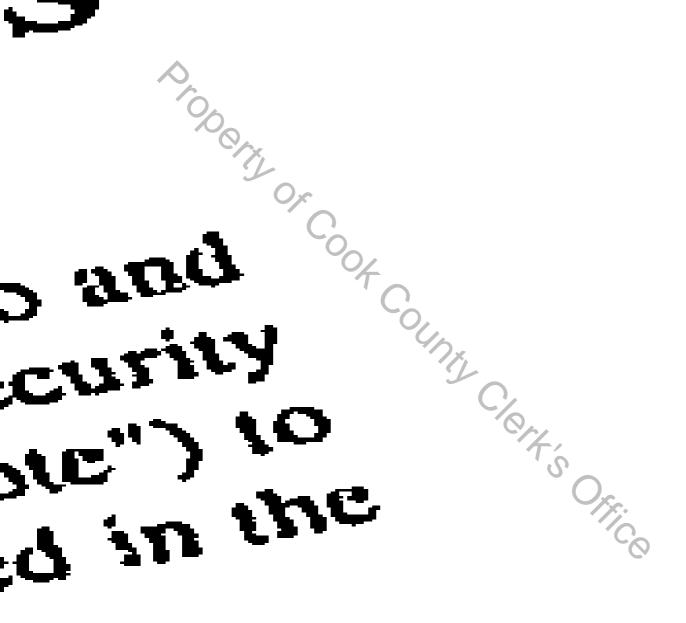
THE COVENANTS MEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Montgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of ne Mortgagor, the day and year first above written.

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COUNTY O	F COOK				4/)×					
and ROBIN foregoing in	L. URB strument ent as h	a notary public, in and for ANIAK, HIS WIFE, por appeared before me to is/her free and voluntar ead.	rsonally kno his day in p	own to a	me to t nd acki	oe ine nowle	sar.a pe igod tha	rson wh he/she	ose name(s) signed, seai	are subscri	bed to the ivered the
This instrume GREG McLAI Fleet Mor 11800 SOUTH PALOS HEIG	TITIE			EN un of U	o .	nand and	i Notarial Se	gat	, 19 <i>91.</i>		
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STATE OF ILLINOIS	MORTGAGE	TO		ord in the Recorder's Office of	County, Illinois,	day of	, at o'clock m., rded in Book	, раве	Clerk.		

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AFFAIRS OR ITS AUTHORIZED AGENT. DEPARTMENT *NELEKVIR* OŁ THE \mathbf{OE} NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE

Security Instrument and located at: EFEET MORTGAGE CORP. (the "Lender") of the same date and covering the property described in the Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security THIS ADJUSTÀBLE RATE RIDER is made this 21ST day of APRIL, 1994, and is incorporated into and

3340 MEZL CLICYCO' ILLINOIS 60629

[Property Address]

BORRO W'R MUST PAY. INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE AND THE MOUTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S L'E nole conlying broaisions viloming rob chynges in lhe inlebest byle;

Instrument, Borrower and Lender further covenant and agree as follows: ADDITIONAL COVENANTS, In addition to the covenants and agreements made in the Security

INTEREST RATE AND ACUTHLY PAYMENT CHANGES

(A) Change Date

"Change Date" means each date on which the interest rate could change. The interest rate may change on the first day of JULY, 1995, and on that day of each succeeding year.

the new Index. new Index any index prescribed by the Department of I electans Affairs. Lender will give Borrower notice of made available by the Federal Reserve Board. "Carrent Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defired above) is no longer available, Lender will use as a Beginning with the first Change D.c., the interest rate will be based on an Index. "Index" means the weekly average yield on United States Tres. or Securities adjusted to a constant maturity of one year, as (B) The Index

will be the new interest rate until the next Change Date. percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount percentage point(s) (2.00%) to the Current Index and rounding the sum to the nearest one-eighth of one Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO (C) Calculation of Interest Rate Changes

coten isonoini laitini ohi Change Date. The interest rate will never be more than five percentage points (5.2%) higher or lower than offine type no (%0.1) miner set rate will never increase or decrease by more than one percentage, point (1.0%) on the (D) Limits on Interest Rate Changes

(E) Calculation of Payment Change

will be the amount of the new monthly payment of principal and interest. payment on the Mote, reduced by the amount of any prepayments to principal. The result of this calculation use the unpaid principal balance which would be owed on the Change Date if there had been no default in date at the new interest rate through substantially equal payments. In making such calculations, Lender will principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of

calculating the change in monthly payment amount, and (viii) any other information which may be required monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The (F) Notice of Changes

by law from time to time.

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VA Case # 644-235

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

Police L. Ushaniak ROBIN L. URBANIAK	(Scai)
	(Seal)
	ROBIN L. URBANIAK

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Fleet Mortgage Corp.

VA Case # 644-235

SECURITY INSTRUMENT RIDER

FMC# 781262-4

This Rider, attached to and made part of the Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument") between LAWRENCE F. URBANIAK and ROBIN L. URBANIAK (the "Borrower") and FLEET MORTGAGE CORP. (the "Lender") dated APRIL 21, 1994, revises the Security Instrument as follows:

- 1. <u>Due-On-Sale</u>: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferce, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of Chapter 37, title 38, United States Code.
- 2. Funding ree: A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Serfetary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829 (b).
- 3. Processing Charge: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the across ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veteran's Administration for a loan to which section 1814 of chapter 37, title 59 United States Code applies.
- 4. <u>Indemnity Liability</u>: If this obligation is a sumed, then the assumer thereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.
- 5. The borrower further agrees that should this Security Instrument and the note secured hereby not be eligible for guarantee under the Servicemen's Readjustment Act of 194 + as amended within 90 days from the date hereof (written statement of any officer of the Veterans Administration or authorized agent of the Secretary of Veterans Affairs dated subsequent to the 90 days time from the date of this security instrument, declining to guarantee said note and this mortgage, being deemed conclusive proof of such ineligibility), the Lender or the Holder of the note may at its option declare all sums secured nereby immediately due and payable.

Dated 4-21 14.	<i>V</i> /5c.
(Seal)	Lawrence F. Unbanials Borrower LAWRENCE F. URBANIAK
(Seal)	BOTTOWER ROBIN L. URBANIAK
(Scal)	Borrower
(Seal)	Borrower

PS-591 Revised 8/92* Multistate VA Rider 94377596

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