

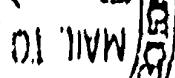
PREPARED BY:
VERONICA FERRARA
CHICAGO, IL 60614

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RECORD AND RETURN TO:

ORCHARD FINANCIAL NETWORK
5734 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60634

91382001



(Space Above This Line For Recording Date)

MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1994
JOZEF BLOWEK
AND HALINA BLOWEK, HUSBAND AND WIFE

(*Borrower"). This Security Instrument is given to
ORCHARD FINANCIAL NETWORK

DEPT-01 RECORDING \$33.50
T00011 TRAN 1519 04/28/94 09129100
60660 R RV 0-94-382001
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 5734 WEST BELMONT AVENUE
CHICAGO, ILLINOIS 60634
SEVENTY NINE THOUSAND
AND 00/100

Dollars (U.S. \$ 79,000.00).
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2001.
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois:
LOT 33 IN CALERO AND CATINO'S RESUBDIVISION OF PART OF SEVENTH ADDITION TO GRENNAN HEIGHTS BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

09-24-104-051

which has the address of 8645 NORTH ELMORE, NILES
Illinois 60714
(Zip Code) (*Property Address");

(Street, City).

ILLINOIS-Single Family-Federal Home/Freddie Mac UNIFORM INSTRUMENT
(FHA/VA) (FHLMC)

VMP MORTGAGE FORMS - (312)283-8100 (800)521-7201

Page 1 of 8

DPS 1088
Form 3014 8/80
Initials 7 S.
33.50

H. S.

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Form 3014 B/90
DPA 1996

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© אוניברסיטת חיפה

differentiator that all payments directly affect any less which has priority over this Security Instrument until a laterower:

- (a) interest in
- (b) securities in kind which the lessor may receive by the delivery of a instrument acceptable to lessor;
- (c) securities which in the lessor's opinion operate to prevent the alienation or transfer of the lessor in, legal proceedings;

any other right or power of attorney of the lessor in, lessor may exercise in the lessor's behalf.

3. Application of Payment. 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 third, to interest due, fourth, to principal due and last, to any late charges due under the Note.

lender may payable in full or in full or all sums accrued by such Security instrument, lender shall promptly refund to borrower any funds held by lender if under paragraph 21, lender shall require or sell the property, lender, prior to the acquisition or sale of the property, shall apply any funds held by lender at the time of acquisition or sale as a credit against the amount accrued by such instrument.

If the Fund is held by Landlord it will be held by application of law, consider ability account to borrower for the Fund in accordance with the requirements of applicable law, if the amount of the Fund held by Landlord to pay theorrower shall be used to make up the deficiency.

1. Payment of Principal and Interest: Prepayment and Late Charge. 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.

variations by jurisdiction to coordinate a uniform security instrument covering real property.

Grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Moreover, warrant and will defend & forever keep and hold the Property against all claims and demands, except to any encumbrance of record.

SECURITY FEATURES WITHIN THE MICROPHONE IS A PART OF THE COMPUTER SYSTEM USED ON THE PROPERTY, AND IN EXCHANGES, SUPPORTS, AND FEATURES NOW OR HERAFTER A PART OF THE PROPERTY. ALL REPLICAMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY AGREEMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

E97.9 E046

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5. Hazard or Property Insurance. Borrower shall keep the improvements to the existing or hereafter erected 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 withheld. 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 accordance 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 receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender 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 of 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 excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy 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 withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun, that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the use, evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. *Loan received*

OPO 1001

Form 2014 9/00

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1-500-GMUL-9101

16. If you receive a copy, please give one copy of the Note and of this Security Instrument.

The Savant's Life

Securitization instruments shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing

prepayment to whatever it terminates because prepayment privilege, the reduction will be treated as a premium, repayments without any

13. **Loan Charge.** If the loan accrued by the Securitely institution is subject to a law which sets maximum loan charges, Barrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Securitely institution; and (b) any sum already collected from Barrower exceeded beyond the limit will be refunded to the permitted limit; then: (a) any such loan charge shall be reduced by the original moneys to reduce the charge permitted limit; and (b) any such loan charge collected on or after loan charged collected on or be collected in connection with the and if the law is similarly interpreted so that the interest or other loan charges collected on or be collected in connection with the and if the law is similarly interpreted so that the interest or other loan charges collected on or be collected in connection with the

acceptance of this security instrument; and (c) agrees that Lender and any other power may agree to extend, modify, forgive or
make any accommodations which regard to the terms of this Security instrument or the Note without the Borrower's consent.

12. **Successors and Assigns Bound; Joint and Several Liability; Codisinheritance; The Convenant and Agreement of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 12.** Paragraph 12, however, a covenant and agreement shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable under this Security Instrument to the full amount of the principal sum and interest due hereunder, and shall remain liable for all amounts due hereunder until paid in full, notwithstanding any transfer or assignment of his or her interest in this Security Instrument.

successors or in interest. Any franchise by transfer in contemplation right or remedy shall not be a waiver of or preclude the

11. Borrower Not Lender Not a Witness; Execution of the time for payment or modification of the time for payment of the note or the amount of such payment.

Accepted by this secretary, I remain, etc., witness of his/her title.

If the Property is damaged by fire or water, or if, after notice by Landlord to Returner that the condominium offer to make an award or settle a claim for damages, Returner fails to respond to Landlord within 30 days after the date the notice is given,

10. **Condemnation.** The proceeds of any award of 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 retained and shall be paid to [entity]

9. Inapplicability. Lender or its agents may make reasonable efforts upon and inspection of the Property. Lender shall have no liability in accordance with any written agreement between Borrower and Lender for applicability law.

payments may no longer be required, at the option of Lender, if more than 90 days have passed since the date of the original payment.

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94016263

THIS BALLOON RIDER is made this EIGHTH day of APRIL, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to ORCHARD FINANCIAL NETWORK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 864½ NORTH BELMORE NELSON, ILLINOIS 60714

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security instrument and this Rider. The Lender or anyone who takes the Note, the Security instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security instrument or the Note):

[1. CONDITIONAL RIGHT TO REFINANCE]

At the maturity date of the Note and Security instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of MAY 1, 2024, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

[2. CONDITIONS TO OPTION]

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable other than that of the Security instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

[3. CALCULATING THE NEW NOTE RATE]

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

[4. CALCULATING THE NEW PAYMENT AMOUNT]

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

[5. EXERCISING THE CONDITIONAL REFINANCING OPTION]

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any, and any reasonable third-party costs, such as documentary stamps, intangibles tax, survey, recording fees, etc.

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

JOSEPH SLOWEK
JOSEPH SLOWEK

(Seal)
Borrower

HALLINA SLOWEK
HALLINA SLOWEK

(Seal)
Borrower
(SIGN ORIGINAL ONLY)

(Seal)
Borrower

(Seal)
Borrower
(SIGN ORIGINAL ONLY)

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Property of Cook County Clerk's Office

94362001

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17. Transfer of the Property or Beneficial Interest in Borrower. If all or any part of no Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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' fees; 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations recited hereon 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.

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. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to 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 learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Form 301A 9/90

10/10/1994

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001111-1994-001

MY COMMISSION NUMBER IS 11/10/97
MILITARY PUBLIC STATE OF ILLINOIS
NANCY J. BLRNS
OFFICE OF THE ATTORNEY GENERAL

This instrument was prepared
by [Signature] on 10/10/94
Given under my hand and official seal, this
day of October, 1994, free and voluntary act, for the uses and purposes stipulated in
and delivered to the foregoing instrument, appeared before me this day, in person, and acknowledged that
he / she
is personally known to me to be the same person(s) whom I have

My Commission Number 11-10-94

Given under my hand and official seal, this

I, JOSEPH SLOWEK AND HALINA SLOWEK, HUSBAND AND WIFE
of, a Notary Public in and for said County and wife do hereby certify
that JOSEPH SLOWEK AND HALINA SLOWEK, HUSBAND AND WIFE
County of
STATE OF ILLINOIS, COOK

Witnessed by
Notarized
(Seal)

HALINA SLOWEK
Notarized
(Seal)

JOSEPH SLOWEK
Notarized
(Seal)

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

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 each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
Check applicable boxes:
 V.A. Rider
 Balloon Rider
 Graduated Payment Rider
 Biweekly Payment Rider
 Planned Unit Development Rider
 Second Home Rider
 Other(s) (Specify)

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