RECORDING REQUESTED BY: WORLD SAVINGS

WHEN RECORDED MAIL TO:
WORLD SAVINGS
CENTRAL PROCESSING CENTER
CLOSING DEPARTMENT
2420 WEST 26TH AVENUE #200

SDENVER, COLORADO 80211

PREPARED BY: WORLD SAVINGS 2420 WEST 26TH AVENUE #200 DENVER, COLOR ADD 80211

LOAN NUMBER:

0426361

NOTE AMOUNT:

19255 BHS

\$79,000,00

Sol - Tri

95140220

DEPT-01

\$49.50

- . T#9999 TRAN 7290 03/01/95 09:14:00
- . #1962 # DW #-95-140220
  - COOK COUNTY RECURDER

FOR RECORDER'S USE ONLY

#### MORTGAGE

THIS IS A FIRST MORTGAGE WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED.

THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS MORTGAGE IS \$87,500.00 WHICH IS 126 % OF THE "NOTE AMOUNT".

- I. DEFINITIONS OF WORDS USED IN THIS MORTCAGE

  (A) Security Instrument. This Mortgage, which is rated FEBRUARY 23, 1995, will be called the "Security Instrument."
  - (B) Borrower, MARIA BABICH, AN UNMARRIED WOMA!

DUTE: IN CHAMPORE BUTARE, BEIDS A PERSONSILATED OF PRINCIPAL CONTROL OF BUTARE STREET OF THE CONTROL OF THE CON

sometimes will be called "Borrower" and sometimes simply "i" or "me."

13-23.320 020

Vol 352

FEMBER.S ASS OWEA

SD008A1 (02.02.95/2-95) A08A DEFERRED INTEREST

MORTGAGE-ADJUSTABLE

4956 DR

951 10220

THE DRIVE HE CHESTED BY WORLD SAVINGS

WHEN HELDHOLD MAIL 10: PULLINE BEAUTION E DENTRAL PROCESSING CENTER THE MATTER OFFICE AND THE THE WARR WEST PATTE AVENUE #200 TISON OGAHORO, BONNAR

PREPARED BY WORLD SAVINGS 2420 WEET 26TH AVERUE #200 DENVER, COLORADO 80211

1

LOAN NUMBER - 0426361

THOUSE THOUMA HOW

FOR RECERBER'S USE ONLY

95140220

医奎里二氏性畸形 网络大大学 经收益 and alternation of the con-

Tersto WOM

PHOTO BORNE TORREST MERCHANT PORTE A PROPERTY OFFICE CONTAINED PROVINGING ALLOWERS FOR CHANNES BY MY REFREST RAD, FRESHREY AND AROUNT OF PASSENCE PRINCESSAL BENEDIES AND RELABER ADVANCES AND DEFEMED WITHOUT AT COMPONIS OFFICIAL SECURED NOTE MAY BE HINGWILD OR HINGSO DAILED

THE MAXIMUM ACTRECATE FRINCIPAL OF ALCOHOLD BY THIS NORIGAGE \$87,500,00 WHICH IS THE THE MOTE AMOUNT!

DEFINITIONS OF MORDS 1 SED IN THIS MORTGACE (A) Security loves made in a Marringa which a damid FEBRUARY 23. 1995 when the Calendary that the add now

Ramound while earlies on there is what

gornagions and bar duling enterior and enterior all the containing

JAMESTER A CHOST OF THE THAT ALLES AND A FERBURAL A FERBURAL SAY INDS. MICH COAM ACCORDANCE A COURSE OF COURSE MAD DESCRIBER ACCORDANCE ASSIGNEDS, and the terror of the terror of the control of the following the second of the following the terror FORE the degree and well exists per it but to early our record of the more personal contract and the contract of HARBISON SIHEET, OAKLAND, CALIFORNIA DAGTZ

LABOR SECTION OF PROPERTY

1234 BLAS GRANGS 62

езва эсв и гламту.



## 95140220

### **UNOFFICIAL COPY**

042636

- (D) Note. The note signed by Borrower and having the same date as this Security Instrument will be called the "Note" The Note shows that I owe Lender the original principal amount of U.S. \$70,000.00 ("Note Amount"), plus accrued and deferred interest and such other amounts as stated in the Note I have promised to pay this debt in monthly payments and to pay the debt in full by MARCH 01, 2010.
- (E) Property. The property that is described below in Section III entitled "Description of the Property" will be called the "Property."
- (F) Sums Secured. The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured"
- (G) Person, Any person, organization, governmental authority or other party will be called "Person

### II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to.

- (i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;
- (ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Londer's rights in the Property; and
- (iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

#### III. DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described below:

REAL ESTATE INDEX NUMBER: VOL: 13-23-320-020 VOLUME 352

- (ii) All buildings and other improvements that are located on the Described Property;
- (iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

### 1969580

- gy that the temperature of the temperature of the control of the second and the first product of the control of
- (e) Property in a care character and a consideral makewise Saction at entitled. Description of the Ecoporty's wall be called the characters.
- (F) Suma Secured The evolute state that the end one inches a contest at the Burrowse standard of Highes at his temperty monostrus with the case the Skinn Secured.
- (G) Person. Any parson objectation governmental authority of allow party will large the season."

#### G. BOTHOWERS TRADUCTS OF RESPECT BE PROPERTY

a more than the control of the lamb prince of the control of the c

to upon pater coefficials on the left of the most of the patern and the coefficient of the patern advanced by the common of the patern and another and and the patern and the coefficient and another consents of the patern and the coefficients are consents.

(a) (a) (a) (a) (a) (b) (a) (a)

For Endy weight ment they premised and appearments on the Service of the service to the Service of the Service

### H. DESCRIPTION OF THE PROPERTY

Laws Lender Lights in the thoughty described union

JOV.

HEAL COTAGO MOREX NUMBERS

13-23-220 020 VOLUME 352

(ii) All buildings and other improvements that are located on the Described Property

half Attinghts and their property that in the property of the Cestabed Property Thase rights and known as described so optimized and apparent the analysis of the Property

- See A Carlo (1967年)。 Party A Esperance See Application のおかりませんでき

and the second of the second second

# 951-30220

### **UNOFFICIAL COPY**

0426361

- (iii) All rights in other property that i have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;
  - (iv) All rents or royalties and other income from the Described Property;
- (v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;
- (vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;
- (vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section,
- (viii) All of the rights and property described in subsections (ii) through (viii) of this Section that acquire in the future;
- (ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and
  - (x) All of the amounts that I pay to Lender under Paragraph 2 below

### IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that (ii) liewfully own the Property; (ii) I have the right to mortgage, grant and convey the Property to Lender, and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of tide to Lender This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have I promise that I will defend my ownership of the Property against any claims of such rights.

#### COVENANTS

I promise and I agree with Lender as follows:

#### 1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

#### 2. PAYMENTS FOR TAXES AND INSURANCE

#### (A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

### (B) Escrow Accounts

#### (i) Borrower's Obligations

If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes.

Each of my payments to Lender under this Paragraph 2 will be the sum of the following:

(a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

1303540

The content of the second of the content of the content of the standard of the standard frequency and the standard of the frequency of the standard of the sta

by. The rems of roysmes and other books from the Described Property.

is the amount of and gas eights and putting water regime and stock that are point of the described known by

to the open start bound of the book of the book which has in the streets of made in thank of behind of the course the course the course to be compared the course of the c

and the property described in subsection to or section, all permit the Described Property or an the property described in subsection to or two Section.

early that the right and properly amadically as subsections at brought wat or the Society that reading

per AB actionment of or addition to the property described in subsections lift through the beston, and

or All of the announts that I pay to Leider anger has appear to below

1V. ROBROWERS RESHELL TO SHARD A STIDHERY BLIERIS. BE THE PROPERTY AND HORRACTURES SHEET CHESTER SHEET OF LEED WAS COMMERCENTED.

The properties of the early may be afterness to a more particles of the common to the common that we have a few and the common of the common that are the common that the comm

### COVENANTS

i promise and Lagree with Lender Ry follows.

ROBROWSE'S PHONES! 10 PAY

is subscript may be there or the ablancing and interest dual under the parameter the parameter than produced the parameters and any are charged the course this because the parameters.

### 2. PAYMENTS FOR TAKES AND INSURANCE

(A) Hornwar's Obligations

s som pay di decembe necesses in sector di decembe production de la la decembe de december de december de la social del social de la social del social de la social de la social de la social de la social del social de

### athruo io A. Wome à 三倍)

provide the environment of

the action of the state of the contract of the contract of the contract of the state of the stat

Fach of my payments to London loader this Pampraph 2 will be the sum of the rollowing

the special which the application of the months of the special tests and reseasaments on the frequency which the application as a first to the Security Instrument plus

BOLK OIL STONE OF BUILDING

# 951.50000

### **UNOFFICIAL COPY**

0426361

- (b) One-twelfth of the estimated yearly leasehold payments or ground rants on the Property, if any; plus
- (c) One~twelfth of the estimated yearly premium for hazard insurance covering the Property, plus
- (d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

iii) Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, natard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums, which items will be called the "Escrow Items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Escrow Items. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds."

Lender may haid the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Endrow Items. Lender will give to me, without charge, an annual statement of Funds activity.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow Items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

(iii) Adjustments to the Funds

If Lender's estimates of the Escrow Items are too nigh, the amounts that I pay under this Paragraph 2 will be too large.

If an excess of Funds remains after all Escrow Items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me, if it exceeds \$25.00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If, at the time payments of Escrow Items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow Items in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Sums Secured.

042639/1

(b) One read to the number of party cardy cardinal payments of ground content on the Property, it any pict.

eq. Coe theilth of the estimated yearly premium for hazeral assuences covering me Procesty oftes.

id). One twenths of the ashmated yearly premium for morigage insurance if

9/N

) will give candler all notices or bilis that i receive for the amounts due under this Paragraph  $\hat{z}$ 

ार अ**ध्या**कार के जेन्द्र है। (स

the sent of each receit standard in a mount cause. I alternate to sect the country of page to sent the and rent and rent page to set to sent to sent the cause of the cause of

Langer may hold the Funds his option to the Paragraph 2 Lander will use the Compute to the Langer an annual statement of Funds activities.

Tops of the second of the stage of the solution of the second of the second of the using the and tops to pay the second of the s

und. Assumence to the founds.
If condest nationals of the Essage names are no high, the empunts that i pay nodes the freedom? For any codes the freedom.

If an executive standing we have an element to now them have here paid and it fear helping where me personal and appropriate median to the following the names amount continued to his high the names amount continued to high if it have do so both to high fear and the payments of funds any refund or crodit to which femiliar entitled with the name areas.

if at the bine payments of the render that condended has not reneived encoded because to make more payments is will provide all discharge additional amount is necessary to pay the fixeness tree in tell final payments act and amount in one or more payments act ander may require

When the control of the second of the second ender the Second Notes and under the second Notes and under the second vertically and the control of the contro

## 951 70 770

### **UNOFFICIAL COPY**

0426361

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes

First, to pay prepayment charges due under the Secured Notes;

Second, to pay any advances due to Lender under this Security Instrument,

Third, to pay the amounts due to Lender under Paragraph 2 above,

Fourth, to pay interest due under the Secured Notes;

Fifth, to pay deferred interest under the Secured Notes;

Sixth to pay principal due under the Secured Notes;

Last, to pay late charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS
I will pay all 122-22, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a Iten. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien in (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation, or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

#### 5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgagee Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

0426391

### APPRICATED TO BORROVIERS PAYNOTES

things, the law meaning after and, conversely apple each of my naumonts under the Secured Notes and union facilities that the following order and for the following purposes.

First to pay propagations show and meter the Second Mores.
Second to a an any advancers use is invested under this Secondy Instrument, third to pay the accounts are to unider under four agraph of above foracts, to pay whereast state under the Second Scott Scottes.

First to pay deferred interest or the the Second Scottes.

Sixth, to pay thereighal due bridge the secured Notes.

cast to pay tate competed the the termined fields

4 BORROWER'S CIRL PRATION FOR CHARGES ASSESSMENTS AND SLAIMS for the paper of the constant may be imposed on the property and that may be imposed on the property and the constant of the cons

continues payments are property and continued and an amount on the empety and east pay ground cents to any the payments of an about and the payments of the payments of the payments of the payments of the Parish over the Pa

Any can dancer and considered to a considered and a considered because an ability and the construction of the construction of

#### S. BORNOWERS OBJECATION TO MAINTAIN INSURANCE

Straining and office respondently such than and manners but and a death of the object all solutions and office respondently such than the feature with businessed on the percent of the country of the co

April A Commence of the Commen

i desan bet jansitin Menata

.21

. gw.1

0426361

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payes of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary regains or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance content has offered to settle a claim, Lender may collect the Proceeds Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not pany the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragreph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property it acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lander or sold.

If I am required by Lender to pay premiums for mortgage injurance, I will pay the premiums until the requirement for mortgage inturance ends according to my written agreement with Lender or according to law.

### BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FUEFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the th Property and I will not allow the Property to deteriorate I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will 🚁 not use, generate, manufacture or store any hazardous materials or hazardous waste on, underor about the Property I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

#### 0428381

If there is a constant dender or dending to the highesty, I will promptly notify the property occursioned company that the insurance company the insurance company that the insurance company that the insurance company the insurance comp

In any one of the second party of the control of th

O such as some consequent of the constant of the constant of the some and the index of the constant index of the point of the constant of the

If any first one as the control of the control of purcepul velocs to tander under the following the amount of any under the following the amount of any the control of the

the first of the strong of the strong configuration of the strong of the

If I to required by the dark to be absence for manager viscounce, a wall pay that be among and for manager to mercays visusbook hads apportantly to my visition.

Agreement vist and made a seconding to law

### 6 ROPROWERS SHEEDAHON TO MAINTAIN THE PROPERTY AND 1.6 CHELL ANY LEASE CHECK FOMS.

It, if a control to the first part, in good and even on the foregraph of the finding the day of the foregraph for several and the first part of the first part part of the first part part of the first part of the first part of the first part of th

0426361

#### 7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on such amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

#### 8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable times before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

### 9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages. Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

0426361

### TIRTHER BUT IN CHARGE OF THE RESIDENCE OF THE PROPERTY OF

The composition of the control of th

I will be a property at the mission of the total of the property of the make the facegraph 2 with present at the mission total of the total of the property of the mission total of the median total of the median o

### 8 LENDER'S RIGHT TO INSPECT THE PROPERTY

(anner and chief actions of believe to be come of the second of the frequency of the frequency of the time to see the second of the time and the control of the time time to see the control of the contr

### S. AGREEMENTS ABOUT COVERNMENT A AFING OF THE PROPERTY

paragraph of the condensation is not a supercept of an awards of came for damages of the frequency from tendensation is not all the property and the property and the property and the frequency that is the property make the government (axing of the property that is of these property to the property of the property of the property of the property.

fall of the constant of the constant of the property of the constant of the co

Adaptive that a gryanderial and stay has a tround to care a payment or to better a claim from amoder damages, though the considering the same for the considering the same than the considering the Property or to reduce the Sums Salared The 30 day period will begin when the notion of the action of the action of the constant of the con

If given, it is a complete to early or an arm of contrapt which is an arm of ander a contract of ander organishes of the arm of the contract of the arm of the ar

0426361

### 10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lander's Rights

Evan if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

### 11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights of obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

#### 12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which setu 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 permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 Secured Notes 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 Secured Notes.

#### 13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

951:0000

C426361

### CONTINUATION OF ROSEWOOD ORDER AND OF FENDER'S RICHTS

### (A) Borrows & Obligations

the state of the control of the state of the control of the control of the property of the control of the contr

ther for common or or arrange party. It aligns to a torrain who taken over thy applies and charges over the common of a common that common the common the common the common that the common the common that is a common that it is a common to common the common that it is a common that it is a common to common the common that it is a common that it is a common to common the common that it is a common that it

#### (B) Lender's Reject

some of the second control of the co

### THE CRITICALICATE SOMEWER, AND OF PERSONS LAKING OVER BORROWER'S AUGHEST OF THE SOURCE SOURCE.

Any time a first second of the second of the second process of the second process and appropriate course of the second course of the se

The term of the state of the second s

#### 32 WAARMONG FRANK CHARGES

The new consequence of the contraction of the contraction of the away when the meaning the contraction of th

### 17. LEGISLADON ARGUNNO LENDER RIPOLIS

It a change in access whith rate of this series province in the Seasonship holes of this Seasons payment in tell. Seasons consist consist consist of the Seasons payment in tell of the Seasons by this Seasons, historiages.

05. U. 120

0426361

#### 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

A notice will be given to me at an alternative address if I give Lender a notice of my alternative address I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section I(C) above entitled, "Definitions of Words Used In This Mortgage," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

#### 18. GOVERNING LAW: SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under Sederal law and federal rules and regulations including those for federal savings and loss associations, called "Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent junicalistion to be vaid, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

### 18. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

### 17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or it is abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may (A) collect the rental payments, including overdue rental payments directly from the tenants, (B), enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to tak (i) Lender whether the have failed to keep my promises and agreements under this Security Instrument or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28. I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold. (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property, and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

1888130

### NOTICES REQUIRED UNDER THE SECURICY PROTEOMENT

As once a true may compared the many more december than the appropriate the property by minitions for many demonstrate with mile playing and a section of the standard for produce of the enterpress own ment of the model we see anthroper to be about 4000 MIST SCHOOL STREET.

(4410) 11 (60a)146)

and the moutant of the analysis of the common properties to the composed their analysis of the property of the composed the composed to the co व्यवस्थात्रकाल कार्या कार एक स्थान प्राचित है। उस सामान्य स्थान है है वे सामा रिक्र रिक्रियाच्या paragrams for a second with any time second the second method to a second with a second paragrams. position make the and most except them is appared to the sole of the property transition is to indicate any course and soft care a lightest \$3.5 to 1.5 cm of the Michigan incommentary to married the frequency of the register engages as the energy of the first specific and the second of the company of the comp in defended incomment to the network enterty of this heavilied to of the or of the line in the contract of

#### GOVERNING CAVY, SULFRABILITY 21

this Security Instruction, and the Succeed Nates sould be notweeted by and connections ander technist and team, of take and regulations medicing them for federal severage and the year term of the control of the second and the time control and the terms of a get tea struct in latery of any or detended and the interior of the contract of the contract of the contract of 700178 Hade meaning four about comment of these his desictions to be prepared to pay the ROCKENDING PROBLEMS FOR FORTING FOR BUILD BOTHER OFFI FOR EMPTHAL FOR SECURIOUS AND CONTRACTORS AND CONTRACTORS of the Security wetchosed in the Lace of Notes.

#### BORROWER'S COPY

and to bus establishment of the visco beneather and to topers, but the decided and Socurey Instrument

### LEMPER'S RIGHTS TO HEAD A PAYMENTS AND TO TAKE POSSESSION OF THE

mounted must prompted the colored to the end of the month prompted the mount of the colored to t Burgam 4000 for the form of the first of the The containing of the Both the system and the third in the containing of the property of the containing of the containin The County of the terms mail what cottons I thank additionary and a consequence of the contract of note that any age of the description of the open and the second of the second of I marked to compare the day of the got the effect of the end of a strength of the compare of the got the strength of the compare of the compa navor mond to keep my proceeds and agreements which each menuty testigment or his menter over On Garan Formation ye

in history to which for a point is made that they properly out could it got to their the continued to Executable of the development of the open than the open of the security the enginery expanse at the ence there with at majoral and the most of tages are order but to be a succeeding at most most but tulprious and to him at owner their armore a part of toron a particular terminal unknown for a more and the contracting contract of the configuration and and additional configurations. is and not returned for the discharge the contract of the contract of the contract of the confirmation for you of their terms out the first by your had now one or the tree are all the most bound of butters used for creating the property of the control of a majority of the super-transfer design of the control of of Estate of Bay thought and the control of maybe and early obtaining year of any of the paying of the training anciang the same toda, ceargorable attractors toda and the court of any natural contracts.

0426361

### 18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another, I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

#### 19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error. I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any camage to me which may result from any such error.

### 20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my layor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

### 21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

#### 22. CAPTIONS

The captions and headings at the beginning of each pragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument

#### 23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

### 24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

0428361

#### IS. INJURY TO PROPERTY, ASSIGNMENT OF BRIDES.

An assignment is a too in the first of the constant of the constant of the first party of the action against increase, and the constant increase is the constant of the consta

#### 19. CLERICAL ERRORS

no fine and a contained of the contained

### C LOST STOLER OR MUTHABLE FOOLDMENTS

If any of the term 'I consider and the test state enterties or mestroyed and Sender deliverance one we identicate the real endower to the sender allowed two the enderties and contact with nave the ellect of the original for all purposes

### 24 WAIVER OF SCATUCE OF LIMITAHONS

t part vyanes serves suprecede sas the presiding of the clutte of firmations as a defence to enforce this Securety instrument encluding any obligations refuered to in this Security lists amont or Secure Notes.

#### 22 CAPTIONS

The captions — the alongs at the period of each paragraph of this Security less area for extended and will not burned in the energraphism of any provision of the Security histoment.

### 23. MODULETION

Flip Security historiant may be modified or arrended only by an agreement in writing signed or Borrower and Lender

### 24 CONDOMINUM, GOOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

it has Period to mount of a conformation or properties on planned and favologment, which of another that common almostic of me Project then Leader 2010 agent that

(A) If an owners equipment of the entry cate of the construction of sections and the content of the termination of shareholders the encountry also enducted any arterest in the Owner's Association and the care proceeded and constructed my interest.

0426361

(B) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association, (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions, (vi) Other equivalent documents

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the Fazirds Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of one twelfth of the estimated yearly premium installments for hazard insurance on the Property, and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy I shall provide a copy of such master or blanket policy to Lender annually

In the event of a distribution of natural distribution distribution of natural distribution distribu

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandorment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

#### 25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, loan will then be additional Sums Secured under this Security Instrument.

1303280

(B) it is to to to the least of a contituent to a contituent to a content of the second on the condition of any condition of a condition of a condition of a condition of a condition of the action of the condition of the condition of a condition and a condition and a condition of a condition and a condition are conditions.

t chall certified an of any precious, ander the Constituent Englangs including my expected to the case when the case is a sequent of a fee and the third that included assumed when the case are constituent and the case the case the case the theorem advances the case the case the case the theorem advances the case the case appears to the terms does the Paragraph of theorem.

(C) I the (being a are considered by the solution of the receipt educe is causing reasonably entertuably to another the considered and a receipt and a receipt educe is caused and are not to a receipt and a receipt of the periodic considered and a receipt the first the periodic and a receipt the first and considered and a receipt and a receipt the periodic and a receipt the first and continued the first and continued and continued and continued and the first and and continued and the first and all the first and continued and the first and and the first and

nt the event of a substant form of the second not and proceeds in the of restanting of restanting of repair to descent and a to common elements, any proceeds payable to the second or second of the s

constant the cuth about as may be not possible to induce that the Channes Association suintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage

(D) I study as a construction of state or sure to consider and construction of prior written consent, extended to it the apacidoccount or tennihology of substantial partition of construction of substantial and fire and construction of substantial descriptions of construction of substantial descriptions of construction of substantial or other advantages of consentation at the consent substantial and previously states of the construction of substantial or the substantial of substantial or the substantial of substantial or the substantial or the substantial or substantial or the substantial or substantial or the substantial or sub

#### 25. FUTURE ADVANCES

At Borrows a respect conder at its opicin before release or this perceity forthingers or the telephone of the Property described in the Security lesh untent) may fend titue advances with anamest, to decrease buch finding advances, with interest, loan will then be additional. Summ becaused under this Security instruction.

0426361

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, under may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Pioperty, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if

- (i) Lender receives a complicated written application from transferee to evaluate the creditworthiness of transferee as if a rely loan were being made to the transferee by Lender,
  - (ii) Lender approves the creditworthiness of the transferee in writing,
- (iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;
- (iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the balance of principal and interest due under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender, and
  - (y) the transferee executes an assumption agreement which is satisfactory to Lender

The loan may be assumed under its then existing terms and conditions with one exception, the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on he date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

### 27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

0426361 ACREEMENTS AROUT LERDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSCERRED

Acceptage of the property of the control of the control of the property of the control of the co

of the two two contracts of the requires consecutate payment to the facility that the contract to the facility that the facility the facility of the facility of the facility that the contract actions of the contract to the contract

exceptions to the contract of the contract of the contract of the value of the expect of the tract of an of the contract of th

and complete of complete a coordinate one company of the complete of the property of the condition of the co

by constan approving for separations, of the nanefacian in outling.

and their recent consert a case description of the most consisted to most consist then current and extend consists.

beauting of the food white the discrepancy of the section of the contraction and the section of the section of the contraction of the contraction

type this burst mean remarkers as restricted agreement which is salighering to Landar.

one of the state o

YIME TO HOA ONE A 25 MAJO! TO MINER AND TO SEEM TO

If all the property of the control o

D426361

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law"

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it have be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursaments incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges

Lender will apply the procesus from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all Suma Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it

#### LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT 28.

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

#### STATEMENT OF OBLIGATION 29.

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes

#### 30. WAIVER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived

THIS SPACE INTENTIONALLY LEFT BLANK.

#### 0426363

ghunganh ad now is but a consistent of the entropy of the entropy of the entropy of the entropy of the too the entropy of the

to do the second of the second

e there is a prepriation of the control of the control of the frequency and enterprise and the property and to manager that Accesses to the frequency of the frequency the control of the enterprise of the control of the frequency of the control of the frequency of the control of the frequency of the frequency.

comments of the elopely the policy of a continuous continuous of the selections of continuous and continuous c

Lengter will also not be not the control of the principal political definition of the principal of the control of the control

### 28 CEMORES OBJOCATION TO DOCUMENT FOR FOURITY DISTRIBUTOR

Linguage of a construction of the arcentage and the linguage of the leading limit around company and company of the company of the company and company of the company of th

### 29 STATEMENT OF BUILDATION

For the extent plants of by larger and every the tensor of the following any material of objections with respect to the Security metronem of the Security metronem of the Security metronem.

### 30. WALVER OF HOMESTEAD

basis a visite of our in confidence opposition eldeburgs you of the

THIS SPACE INTENTIONALLY LEFT BLANK.

0428361

31. QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lendar may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE FACE FOLLOWS.

0426361

化双硫化二甲甲基甲酚酚 上口太阳 阿维托亚西尔

vid morga fundus habbe attento that the consensuality public for our time at the blank ground ENROP WAS I INDIED WITHOUT A REPORT OF A CONTRACT OF A STORY OF THE PARTY. avail 19th retired displaces a place to excell each park to a first of tast material a price with underscome maintails of houses to be a recognised of our owns are considered to be an expension Brigging, for an mark with their white him been of the langual finites and the Soundly easidness out to him in orbits to the greatest site graduating his fittless being transcribed aggreenment supporting to bonder are but and the entire down payment is cash from my own

A geometricing more parish solar process may make the control of t than in the 1-12 terminated yourself with been retist? Insurance out when thinking is not true details condensing at its appear on each order to extend that and our party at the arms of the literature STATES SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS. Rath Car stated in the Secured Notes

0428381

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

### (PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

$\wedge$	MARTA BABICH (See)	
6	MANTA BADION	
	(Seal)	
	Ox	
	(Seal)	
	(Seal)	
	Control (Seal)	
	(Seal)	
	O <sub>x</sub>	
State of Illinois,	Tourity of Copk . I, the appers men a	
"OFFIGIALSELAL"	tistary Pullic in unit for said County, in the State atoronald his hereby cartity that I 1200 Pallice II and I I I I I I I I I I I I I I I I I I I	•
Lynn Liskie 5 / Notary Publics State of times My Commission Expires 1/28/98	or smally known to me to be the case person who e name (spot about spot to the fore young in Cross of appeared refore me the	i a
HETE	hay in person, and acknowledged that his nighed and delivered the said instrument as (11) free and voluntary act, for thuses and purposes therein set forth.	10 10
Givan under my hand	and official seal, this 23 they of Rescussed, 1925	
Commission Expires	NOTARY PUBLIC	
ED008P1 (02.02.95/2-95) A08Y	MORTGAGE-ADJUSTABLE	ĮL.

0426461

BY SHAMING HELGEN ! A contained and any on some proposed and agreements contained in this section of them of the area and an area of the section of the area of th

### IPLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS RELOW!

54日本合品的6

(its tax '.	\$	MARIA BABICH	
(hear)	Ox	www.seterie	
(hive)	60/	C	
bi.ac)		C/O	
(here?)			750/x
Marketine and the second secon			· CO
	•		

等限的知识处理的性格的 网络阿拉克斯 人名英格兰 医多种病 化二甲基磺胺 化二甲基磺胺

Katangon da Mariansi Katangon 化邻甲酚二甲酚甲基甲基 医乳腺 医维尔克特斯氏试验