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1998-08-18 10:00:31 Teach County Reporter

RECORD AND RETURN TO: BO FINANCIAL, INC. WEST WASHINGTON, #306 CHICAGO, IL Jagger

Prepared by: COCU-TECH BO FINANCIAL,

651 W. WASHINGTON CHICAGO, 11 60661 DEPT-01 RECORDING

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44526 \$ SK *-97-0976

COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE is much is THOMAS P. MCGUIRE, I MARRIED MAN, AND JOHN MCGUIRE, A MARRIED MAN, AS JOINT day of February 7t1: , between the Mongagor, TENANTS. AND PATRICK MEENAGHAN, A MARRIED MAN

THIS IS NOT HOMESTE D PROPERTY EG FINANCIAL, INC.

(herein "Borrower"), and the Mortgagee,

existing it wier the laws of THE STATE OF ILLINOIS CS1 WEST WASHINGTON, SUITE 106, CHICAGO, ILLINOIS 60(6)

, a corporation organized and , whose address is

WHEREAS, Borrower is indebted to Lender in the principal runs of U.S. \$ indebtedness is evidenced by Borrower's note dated. February 1, 1937 (hereir "Lender"), 31,000.00 thereof therein 'Note'), providing for monthly installments of principal and interest, with the balance of indicedness, if not

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance nerewith to project the security of this Mortgage; and the performance of the covenants and agreements of hortower herein contained, Bortow-redocs hereby mortgage, grant and convey to Lender the following described properly located in the County of Sime of Illimote:

LOT 2: IN SUB BLOCK 2 IN CHAMBERLAIN'S SUBDIVISION OF BLOCK 7 IN MORRIS AND CHEES SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 30 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK

LAWYERS TITLE BOOKANCE CORPOR

** DOCUMENT BEING RE RECORDED TO SHOW HOMESTEAD AND

TAX 17 # 17 .8/324-033 which has the address of 1539 SOUTH SAKLEY AVENUE Blockers

CHICAGO 10ml

(III) Codes therein Property Address");

ILLINOIS HERRY THE REGARDE OF HE FINMA FHIME UNIFORM INSTRUMENT

Form 3814

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courts now or leveage stead on he prope), and it easements, rights, appurienances and rents all of which shall be deemed to be and remain a part of the property covered by this Morigage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as

Borrower covenants that Borrower is lawfully reised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenant, that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly may when due the principal and interest indebtedness

evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein Funds") equal to one-swelfth of the yearly taxes and assessments (including condominium and planned unit development as essments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates be eaf. Borrower shall not be obligated to make such payments of Funds to Lender to be extent that Borrower makes such pareents to the horder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said cases, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, cender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without Charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mongage.

If the amount of the Funds held by Lender, together with the fut are monthly installments of Funds payable prior to the due cates of taxes, assessments, insurance premiums and ground tents, shall exceed the amount required to may said taxes assessments, insurance premiums and ground rents as they fall due such excess shall be, at Borrower's option, , ither promptly repaid to florrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender.

any amount necessary to make up the deficiency in one or more payments as Lei der may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lunder, Lender shall apply, rio later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mongage,

3. Application of Paymeets. Unless applicable law provides otherwise, all payments received by Lender under the Note, and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens, Borrower shall perform all of Porrower's obligations under any mortgage deed of trust or other security agreement with a lien which has priority over this Morigage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and let whold payments or ground rents, if any

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in

such amounts and for such periods as Lender reay require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval stiall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with lien which has projetty ever this Mertgage.

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In the event of loss, Borrower share give prompt donce to the insurance carrier and Linder. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Process and Maintenance of Property: Lenseholds: Continuity was Planned Unit Developments. Represents

6. Preservation and Maintenance of Property: Leaseholds: Condominiums: Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. It Borrower fails to perform the covenants and agreements contained in this Morigage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secored by this Morigage, Borrow at shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbused by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Postower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable atom notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

3. Inspection. Lender may make or cause to be inside reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice pror to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of my award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lende. Not a Walver, Extension of the time for payment or modification of amortization of the sums occured by this Morigage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify anortization of the sums secured by this Morigage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any light or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns floated; Joint and Several Liability; Cossigners. The covenants and agreements herein command shall bind, and the rights hereunder shall inter to, the respective successors and assigns of Lender and Borrower; subject to the provisions of paragraph 16 hereof. All covenants and agreements of florrower shall be joint and several. Any Borrower who co-signs the Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower heleunder may agree to extend, modify, forbear, or make any other accommission, with regard to the terms of this Mortgage or he hote without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicabl, law to be given in another manner, (a) any notice to Borrower provided for in this Morigage shall be given by delivering it or by milling such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any designate by notice to Borrower as provided mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided furein. Asy notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing haw: Severability. The state and local laws applicable to this Mortgage shall be the laws of the pure faction on a back the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or chause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to

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this end the provisions of this liferture and the vision declared to be reveralled as used herein, "costs," "expenses," and "attorneys" felse action attends to the extension publicated by applicable do or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and detiver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in its 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 Mungage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this.

Mongage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remadies permitted by cis Mortgage without further notice or demand on Borrower.

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

17. A referation; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage. Lander prior is acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 useer is the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's upiton, may declare alt of the rums secured by (h): Mortgage to be immediately due and payable without further demand and may torcclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding it expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower shall have the righter have any proceedings begun by Lender to enforce this Mortgage discominued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no exceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Bor ower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage tender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

of the Property, have the right to collect and retain such rents as they become due and payable

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender analytic entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rener of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this harrigage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any.

21. Wair er of Homestead, Berrower heraby waives all right of homestead exemption in the Property.

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EQUEST FOR POTICE OF TEPANILIT FORTGLOS URE UNDER SUPERTOR

MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Morigage to give Notice to Lender, at Lender's address set forth on page one of this Morigage, of any default under the superior encumbrance and of any sale or other foreclocure action.

IN WITNESS WHEREOF, Borrower has executed this Morigage.

	·II PM'C	
	THOMAS P. MCGUIRE	·Borrow
	Gen f. The fee	(Sci
	JOHN MCGUIRE	Borrow
		(Sea
	PATRICK MEENACHAN	Borrow
		(Sea
	,	Sign Original Only
STATE OF HAINGIS,	County ss:	
a Notary Public in and for said county and state do h	erchy certify that	•
THOMAS P. MCGUIRE, A MAPRIED MAN. TENANTS. PATRICK MEENAGHAN, A MARR	AND JOHN HCGU!RE, A MARRIED MAN, AS JO 100 MAN	IliT
		F
a Managharia and Araba Cara and a second and a second	personally known to me to be the same perso	n(s) whose name(s
subscribed to the foregoing instrument, appeared beli	V 1/V 1	THEY
signed and delivered the said instrument as	free oral voluntary act, for the uses and purpose	es therein set forth
Given under my hand and official scal, this	7th day of February 1997	

My Commission Expires:

\$ OFFICIAL SEAR

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1-4 FAMILY RIDER

Assignment of Rents

THIS 14 FAMILY RIDER is made this 7th day of February and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

EQ FINANCIAL, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and 'ocated at:

1939 SOUTH OAKLEY AVENUE, CHICAGO, ILLINOIS 60612 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenints and agreements made in the Security Instrument,

Concurrent and Lender further covenant and agree as follows:

ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property Ascribed in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every resture who to ver now or hereafter located in, on, or used, or intended to be used in connection with the freperty, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control agracatus, plumbing, b. sh subs, water neaters, water closet, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awi ings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the 'roperty, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property,"

B. USE OF PROPERTY: COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Barrower shall comply with all laws, ordinances, regulations and requirements of any governmental body

-FPIKAble to the Property.

C. SUBORDENATE LIENS, Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property with a Lender's prior written permission.

D. RENT LOSS INSURANCE, Borrower shall maintain insurance against rent loss in addition to the other hazards for which e surance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

*. BORHOWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first screece in Uniform Coverant & concerning Borrower's occupancy of the Property is delited. All remaining coveragie and agreements set forth in Uniform Covenant 6 shall remain in effect.

RITSTRIE 1 - A FAMILY RIDER - Fanne Mae Freddia Mac Uniform Instrument

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LIDE IV AITGACH PERIOD (313)393 8100 - (800)521 7291

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G. ASSIGNMENT OF LEASES. Upon Lender's request, Burrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS: APPOINTMENT OF RECEIVER: LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the tents and revenues ("Rents") of the Property, regardless of to whom the Rents of he Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This as ignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Burrower; (i) all Rents received by Borrower shall be held by Burrower at trassee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the senset; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied that to the costs or taking control of and managing the Property and collecting the Rents, including, but not limited to attender's assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and maniging the Property and of collecting the Rents of Junds expended by Lender for such purposes shall become indicedness of Borrower to Lender secured by the Sciurity Instrument pursuant to Uniform Covenant 7.

Burrower represents and warrants that purpower has not executed any prior assignment of the Rents and has not and will not perform any act that would provent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a junicially appointed receiver, shall not be required to unter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do as a asy time when a default occurs. Any application of Rents shall not cure or waive any default or invalitate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or but the under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Rorrower accepts and agrees to the terms and provisions contained in this 1-4 family Rifer.

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THEMAS P.	MEGULRE	Hoytew cf	JOHN MCGUIRE	Burgower
PATRICK	MEENVORAN	(Scal) Bostower	And the Control of th	(Scal) Borrower

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