

RECORDED BY
AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP
1020 31ST STREET
SUITE 300
DOWNERS GROVE, IL
60515

LOAN NO. 2986539

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 26, 1997
BARBARA A. JONES, DIVORCED NOT SINCE REMARRIED

4210286 PF 1a

The mortgagor is

("Borrower").

This Security Instrument is given to MIDWEST FUNDING CORPORATION
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS
address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515

Borrower owes Lender the principal sum of Eighty Seven Thousand Dollars and no/100
Dollars (U.S. \$ 87,000.00).

debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2028

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,
and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of
Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose,
Borrower does hereby mortgage, grant and convey to Lender the following described property located in
COOK County, Illinois:

LOT 6 (EXCEPT THE WEST 125 FEET THEREOF) IN HENRY W. AUSTIN'S SUBDIVISION OF BLOCKS 1, 8 AND 9 OF
JAMES H. WALLACE'S ADDITION TO MAYWOOD, IN SECTION 15, TOWNSHIP 32 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax I.D. #: 15-15-104-035
which has the address of 1330 S. 17TH AVENUE
[Street]

, MAYWOOD
[City]

Illinois 60153
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also
be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the
"Property."

BORROWER COVENANTS that Borrower is lawfully seized 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 warrants and will defend generally the title to the Property against all claims
and demands, subject to any encumbrances of record.

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maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if

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SINGLE FAMILY FINMA/CMDTIL/0491/3014(9-80)-L

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivery or by mailing it to the period for which the Property is located. In the event that any provision of this law or the jurisdiction in which the Property is located, or any other statute of the State of Florida, law and the Securitry Law, or any other law, or to another person, to whom given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

16. Designdates by Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to Lender by first class mail unless applicable law requires use of another method. The notice shall be charege under the Note.

17. Loan Charges. If the loan secured by this Security Instrument is subject to a law which states maximum charge under the Note, the reduction of principal, the reduction will be treated as a partial payment without any preparation made this reduced by reducing the principal owed under the Note or by making a direct payment to Borrower. It makes this reduced from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected in connection with the loan exceed the permitted limits; then: (a) any such claim charge as to be loan charges, and this law is finally interpreted so that the interest or other loan charges collected or to be charged under the Note.

18. Governing Law; Severability. Any notice provided for in this Security Instrument is subject to the Note without regard to the Note's terms of this Security Instrument; (b) is not personally obligated to pay the same secured by this Security instrument only to mortgagee, grant and convey that Borrower's interest; in the Property under the several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing Borrower, subject to the provisions of paragraph 17, Borrower's盖的s not affect the joint and several agreements of Lender and Borrower who co-signs this Security Instrument shall bind and benefit the successsors and assigns of Lender and Borrower who co-signs this Security Instrument shall be liable for any right or remedy.

19. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements in interest of Borrower shall not operate to release the liability of the original Borrower in execution of a mortgage of the same security granted by Lender nor be a waiver of or preclude the interest of Lender in exercise of any right or remedy.

20. Security Interest Not Released; Foreclosure of Note & Wavier. Extension of the time for payment of such amounts.

21. Unless Lender and Borrower agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the due date of the note or repeat of the Property, or if after notice by Lender to Borrower that the conditions not the sums are then due, offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after receipt of notice is awarded or settles a claim for damages, Borrower shall not be liable for any amount of such payments.

22. Borrower and Lender shall not be liable to the sums secured by this Security Instrument if the market value of the real property held by Borrower in the event of a partial taking in which the fair market value of the property held by Borrower before the taking is less than the amount of the sums secured by the real property held by Borrower and Lender shall be liable to the sums secured by this Security Instrument immediately before the greater than the amount of the real property held by Borrower in which the fair market value of the Property immediately before the taking is equal to or less than the amount of the real property held by Borrower before the taking.

23. Condemnation. The proceeds of any award or claim for damages shall be applied to the sums secured by the property in which the fair market value of the property held by Borrower before the taking in the event of a total taking of the property, or if any portion of the property held by Borrower before the taking is sold in lieu of condemnation, are hereby assigned and shall be paid to Lender.

24. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other, taking of any part of the Property, or for convenience in lieu of insurance ends in accordance with any written agreement between Borrower and Lender or for the inspection of the Property.

25. Insurance. Lender or its agent may make reasonable advances upon and inspections of the Property, until the premium for mortgage insurance becomes available and is obtained. Borrower shall pay the premium required to approve by Lender again becomes available and is obtained. Borrower shall pay the premium required to insure against insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender.

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<p>17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest.</p> <p>18. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflict being provisioned. To this end the security instrument or the Note which contains the conflict shall be governed by this instrument.</p> <p>19. Payment of all sums secured by this Security Interest, Borrower shall provide Lender notice of its exercise of this option, Lender shall give Borrower notice of acceleration. The note shall provide Lender if exercised by this instrument or the Note, Borrower shall pay all sums secured by this Security Interest.</p> <p>20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a new loan servicer and the address to which payments should be made. The note will also contain any other information required by applicable law.</p> <p>21. Accelleration; Remedies. Lender shall give notice to Borrower prior to acceleration following non-observance of a term of this instrument or any agreement between Lender and Borrower; or breach of any provision of this instrument or any agreement between Lender and Borrower.</p> <p>NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> <p>Hazardous Substances by Environmentally Dangerous Substances are those substances defined in, toxic or hazardous substances by environmental law and the following substances: asbestos, lead, asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or welfare or protection of the environment.</p> <p>Environmental Protection means substances by themselves or mixtures of them that are capable of causing cancer, disease, birth defects, or other physical damage to man or animals, or that are known to be capable of causing physical damage to man or animals.</p> <p>Environmental Violations are violations of the following substances: asbestos, lead, asbestos or formaldehyde, and radioactive materials.</p> <p>Environmental Covenants include covenants by Borrower to remove or reduce such violations.</p> <p>Environmental Waiver is a waiver by Borrower to remove or reduce such violations.</p>	<p>16. Borrower's Right to Relinstitute. If Borrower meets certain conditions, Borrower shall have the right to demand on Borrower.</p> <p>17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Interest.</p> <p>18. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument or the Note which contains the conflict shall be governed by this instrument.</p> <p>19. Payment of all sums secured by this Security Interest, Borrower shall provide Lender notice of its exercise of this option, Lender shall give Borrower notice of acceleration. The note shall provide Lender if exercised by this instrument or the Note, Borrower shall pay all sums secured by this Security Interest.</p> <p>20. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this security instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a new loan servicer and the address to which payments should be made. The note will also contain any other information required by applicable law.</p> <p>21. Accelleration; Remedies. Lender shall give notice to Borrower prior to acceleration following non-observance of a term of this instrument or any agreement between Lender and Borrower; or breach of any provision of this instrument or any agreement between Lender and Borrower.</p> <p>NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:</p> <p>Hazardous Substances by Environmentally Dangerous Substances are those substances defined in, toxic or hazardous substances by themselves or mixtures of them that are capable of causing cancer, disease, birth defects, or other physical damage to man or animals, or that are known to be capable of causing physical damage to man or animals.</p> <p>Environmental Protection means substances by themselves or mixtures of them that are capable of causing cancer, disease, birth defects, or other physical damage to man or animals, or that are known to be capable of causing physical damage to man or animals.</p> <p>Environmental Violations are violations of the following substances: asbestos, lead, asbestos or formaldehyde, and radioactive materials.</p> <p>Environmental Covenants include covenants by Borrower to remove or reduce such violations.</p> <p>Environmental Waiver is a waiver by Borrower to remove or reduce such violations.</p>
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Immediate payment in full of all sums secured by this Security Instrument without demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence.

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

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

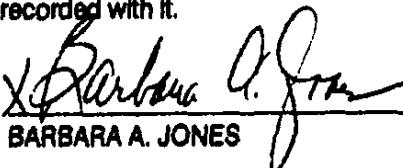
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:


BARBARA A. JONES

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS,

I, the undersigned, a Notary Public in and for said county and state do hereby certify that BARBARA A. JONES, DIVORCED NOT SINCE REMARRIED

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this  day of 

My Commission expires:

Notary Public

This Instrument was prepared by:

YANG PARK
MIDWEST FUNDING CORPORATION
1020 31ST STREET, SUITE 300
DOWNERS GROVE, ILLINOIS 60515

NOTARY PUBLIC IN THE STATE OF ILLINOIS
"OFFICIAL STAMP"
PAM F. DUDER
NOTARY PUBLIC
EXPIRES DECEMBER 31, 2014
NOTARY PUBLIC
ILLINOIS

MULTISTATE 1-4 FAMILY RIDER - FNMA/FHLMC UNIFORM INSTRUMENT - FORM 3170.09/90
16C/C14FR**//0291/3170(09-90)-L PAGE 1 OF 2

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the property, regardless of to whom the rents shall be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment 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. 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. To collect the Rents each tenant of the property shall pay the property taxes to Lender or Lender's agent to whom the Rents are payable. Borrower authorizes Lender or Lender's agent to collect the Rents, and agrees that each tenant of the property is responsible to Lender for all the rents and revenues ("Rents") of the property, regardless of to whom the rents shall be paid to Lender or Lender's agent.

G. ASSIGNMENT OF LEASES.
Upon Lender's request, Borrower shall assign to Lender all leases of the property and all leases of the property and all security deposits made in connection with leases of the property. Upon the assignment, Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the security instrument is on a leasehold.

F. BORROWER'S OCCUPANCY.
Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Coverage set forth in Uniform Coverage shall remain in effect.

E. BORROWER'S RIGHT TO REINSTATE; DELETED.
Uniform Coverage (i) is deleted.

D. RENT LOSSES INSURANCE.
Security instrument to be perfected against the property without Lender's or other written permission.

C. SUBORDINATE LIENS.
Except as permitted by federal law, Borrower shall not allow any lien inferior to the property which insures, regulates and requires of any governmental body applicable to the property with all laws, ordinances, regulations and requirements of any governmental body to the change. Borrower shall comply with all zoning classifications, utilities, maintenance and repair without Lender's or other written permission.

B. USE OF PROPERTY; COMPLIANCE WITH LAW.
The use of the property or its zoning classification, utilities, maintenance and repair without Lender's or other written permission.

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.
Borrower and Lender further covenant and agree as follows:
1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security instrument,
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 Midwest Funding Corporation, an Illinois Corporation (the "Lender")
of the same date and covering the property described in the Security instrument and located at:
1330 S. 17TH AVENUE, MAYWOOD, IL 60153

[Property Address]

THIS 1-4 FAMILY RIDER is made this 26th day of December, 1997, and is incorporated into the Security instrument, the following items are added to the property described in the Security instrument, in addition to the property constituting the property now or hereafter located in, on, or used, or intended to be used in connection with the nature of the property covered by the Security instrument: building materials, supplies and goods of every description in the Security instrument, the following items are added to the property described in the Security instrument, the following items are added to the property described in the Security instrument and located at:

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ASSIGNMENT OF RENTS

1-4 FAMILY RIDER

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee 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 tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, 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 managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter 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 so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate 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 breach 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, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower


BARBARA A. JONES