

TC05539

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This instrument was prepared by: 393-1841
TCF CONSUMER FINANCIAL SERVICES, INC.
(Name)

(Address)
1402 WINSTON PLAZA
MELROSE PARK, IL 60160

MORTGAGE

THIS MORTGAGE is made this 21ST day of DECEMBER, 1990, between the Mortgagor, RAYMOND J. DEAL AND KATHRYN A. DEAL, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee,

TCF CONSUMER FINANCIAL SERVICES, INC., a corporation organized and existing under the laws of THE STATE OF MINNESOTA whose address is 801 MARQUETTE AVE, MINNEAPOLIS, MN 55402 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 15,000.00 which indebtedness is evidenced by Borrower's note dated DECEMBER 21, 1990 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on JANUARY 09, 2001;

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 herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

LOT 15 IN BLOCK 87, IN HOFFMAN ESTATES VIII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 3, 1959 AS DOCUMENT NUMBER 1852967.

PIN #: 07-16-427-011

393-1841
Cook County Clerk's Office

RIDER ATTACHED HERETO IS MADE A PART HEREOF.

which has the address of 765 MILTON LANE, HOFFMAN ESTATES
60194 (Street) (City)
Illinois (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; 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 the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

096-060-0003566

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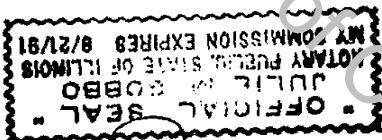
REC'D DEC 27 PM 12:32

CAROL MUSICK, CLERK
REGISTRAR OF TITLES

393484
DUPLICATE
393484

NOTICE	RECEIVED DEED REC'D. NOTICE	393484	Submitted by 393484
ADVISOR	STONER INSURANCE PREMIUMS 100602	393484	393484
ADDRESS	1070 WASHINGTON AVENUE CHICAGO, ILLINOIS 60602	393484	393484

(Space Below This Line Reserved for Lender and Recorder)



My Commission expires: 8/21/91

Given under my hand and official seal, this 21st day of DECEMBER, 1990.

I, JULIE M GOBBO, a Notary Public in and for said county and state, do hereby certify that RAYMOND J DEAL AND KATHRYN A DEAL, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and I acknowledge that they signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

RAYMOND J DEAL AND KATHRYN A DEAL, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and I acknowledge that they signed and delivered the said instrument as free voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS,

COOK

County ss:

KATHRYN A DEAL

-Borrower

RAYMOND J DEAL

-Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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

MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the

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10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage 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 amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right 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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this 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 hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note 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 applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing 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 notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any 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 Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which 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 clause 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 this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law 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 deliver 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. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; 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, Lender prior to 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 assert in 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 option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all 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's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued 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 acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower 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, Lender'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.

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ment with a loan which has priority over Mortgagor's interest or other rights of Lender.

any condemnation of other taking of the Property, or part thereof, or for convenience in the use of condemned area.

9. Condemnation of any proceeds of any award or claim for damages, direct or consequential, in connection with regard to Lender's interest in the Property.

provided that Lender shall give Borrower notice prior to any such inspection specifying reasons of the Property.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspect any premises of the Property.

Noticing contained in this paragraph shall require Lender to incur any expense of take any action hereunder.

terms of payment, such amounts shall be payable upon notice from Borrower and Lender agree to other become additional indebtedness of Borrower except as provided by this Mortgage.

Any amounts disbursed by Lender pursuant to this paragraph, unless Borrower and Lender agree to otherwise

Borrower's additional indebtedness of Borrower agrees to pay Lender payment of compensation for services in accordance with law.

7. Protection of Lender's Security. If Borrower fails to perform the covenants contained in this

mortgage until such time as the requirements for such insurance term is required to pay the premium mortgagor's attorney fees, and take such action as is necessary to protect Lender's interests, if Lender requires

reasonable attorney's fees, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Lender, or if Lender's option to Borrower, may make such sums, including

Mortgage, or if Lender's notice is given to Borrower, may make such additions to the principal amount of the

Property and shall keep the Property in good repair and shall not commit waste or permit impairment of the

power of the condominium unit developed unit development, and constitute documents.

6. Preservation and Maintenance of Property; Leethold; Condominium; Planned Unit Development, Borrower's and Lender's written agreement applicable law.

or to the sums secured by this Mortgage.

authorized to collect and apply the insurance proceeds at Lender's option either to restoration or to repair of the Property

notice is mailed by Lender to Borrower, or if Borrower fails to respond to Lender within 30 days from the date

If the Property is abandoned by Borrower, or if the Property is damaged by Lender, Lender may make

in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make

or other security agreement over this Mortgage.

Lender shall have the right to hold the policies and renewals received, subject to the terms of any mortgage, deed of trust, acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender.

that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form

that insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided,

or to the sums secured by this Mortgage.

5. Hazard Insurance. Borrower shall keep the insurance over other hazards as Lender

insured against loss by fire, hazards included within the term "hazard coverage", and such other erected on the Property

including Borrower's covenants to make payments within due, Borrower shall pay or cause to be paid all taxes, under any mortgage, deed of trust or other security arrangement with a lien which has priority over this Mortgage,

and leasehold payments, now existing or hereafter erected on the Property.

4. Power Mortgages and Deeds of Trust; Liens, Borrower shall perform all obligations

Borrower under paragraph 2 hereof, then to insure payable on the Note, and then to the principal of the Note.

the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Lender shall apply to the sale of the Property or its otherwise acquired by Lender under

held by Lender, if under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender,

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds

Lender may receive.

If funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents, they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

the funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as

either priority recipient to Borrower or entitled to receive monitory installments of funds, if the amount of

taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option,

the dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If the amount of the funds held by Lender, together with the future monthly installments of funds payable prior to

funds are paid as additional security for the sums secured by this Mortgage.

funds showing credits to the funds and debits to the funds and debits for which each debt to the funds was made. The

Borrower any interest or earnings on the funds, Lender shall give to Borrower, without charge, an annual accounting of

unless such agreement is made or applicable law requires such interest on the funds shall not be required to pay

may agree in writing at the funds and applicable law permits Lender to make such a charge. Borrower and Lender

pays Borrower interest on the funds and applicable law permitting said compounding said assessments and assessments and applies to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding

the funds to pay said taxes, assessments, insurance premiums and ground rents, Lender may not charge for so holding

if Borrower pays funds to Lender, the funds shall be held in an institution the deposits or accounts of which are

deed of trust if such holder is an institutional Lender.

such payments of funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or

Lender on the basis of assessments and bills and reasonably estimates heretofore, Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by

Property, if any, plus one-twelfth of early premium installments for hazard insurance, plus one-twelfth of early

planned unit development assessments, if any) which may not charge for so holding

in full, a sum ("herein "Funds") equal to one-twelfth of the early taxes and assessments (including condominium and

to Lender on the day following Lender's signature of principal and interest under the Note, until the Note is paid

inadequate evidence by a Federal or state agency (including Lender is such an institution the Note shall apply

insured or guaranteed by a Federal or state agency (including Lender if Lender in an institution the deposits or accounts of which are

if Borrower pays funds to Lender, together with the future monthly installments of funds payable prior to

inadequate evidence by the Note and interest under the Note.

1. Payment of Premiums. Borrower and Lender shall pay when due the principal and interest

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

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- BORROWER

Kathryn A. Deal
KATHRYN A. DEAL
-Borrower
Raymond J. Deal
RAYMOND J. DEAL
-Borrower
Stephanie B. Miller
STEPHANIE B. MILLER
-Borrower
(Seal) _____
(Seal) _____

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

11. After the date hereof, each claim of application of law shall be the effect of rendering it. The provisions of the Note, the SecuritY instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to law, or all or any part of the value of Lender's security hereby uncollectable, as otherwise provided in the Security Instrument and his Variable Rate Rider or of diminishing due and payable.

LEGISLATION

If the loan secured by the Security interest in instruments is subject to a law which sets maximum loan charges, and that law is mainly interpreted so that the interests of other loan chargers collected or to be collected in connection with it exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) any sums already collected from loan power which exceed permitted limits will be repaid to Borrower. Under may choose to make this repayment before the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a prepayment under the Note.

LOAN CHARGES.

Under will give to Bournewall notice of any changes in the payment of fees, 22 days (but no more than [20 days]) before the date when the change becomes effective.

EDMOND

[] Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full.

Borrower will pay the remaining unpaid principal and accrued interest in full on this date, January 6, 2001.

Borrower's rate will be a variable annual rate of 4.40% in excess of the prime rate of various businesses day in the Wall Street Journal under "Money Rates" (the "index rate"), if the index is no longer published, Lender will select some other interest rate which is comparable and will notify Borrower of the change. If during the term of the Note, the index rate decreases, the interest rate will also decrease by the same amount. If the index increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each business day (excluding Saturdays Sunday and legal holidays), to reflect changes in the index rate. The interest rate will never be more than 2.1% per year or less than 9.00% per year. The interest rate in effect on the date 120 days before the final payment is due will be the rate in effect on the date 120 days after the final payment is due.

The Note provides for an initial annual interest rate of 14.40% and also provides for changes in the interest rate and payment schedule as follows:

CHANGES IN ENVIRONMENTAL PERCEPTIONS RELATED TO EXERCISE

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

ADDITIONAL COVENANTS.

The Note contains provisions allowing for changes in the interest rate whenever the "index rate", and for annual adjustments to Borrowers' payment amount, due to "loan terms in the event of adjustment to Borrowers' final payment amount.

1. THIS MARKABLE CARD IS MADE THIS **21ST** day of **DECEMBER**, 19**90**
 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given
 by the undersigned (the "Borrower") to secure Borrower's Variable Rate Note to **TCF CONSUMER FINANCIAL
 SERVICES, INC.** of the same date given
 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
765 MILTON LANE, HOFFMAN ESTATES, IL 60194

VARIABLE RATE RIDER

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DUE-ON-DISTRAINSWER RIBBER - Second Mortgage — 4/82 - FNM UNIFORM INSTRUMENT

卷之三

NATHRYN A. DEAL
Borrower
(Scal)
BRYONI J. DEAL
Borrower
(Scal)

IN WITNESS WHEREOF, Borrower has executed this Due-On-Transfer Rider.

Borrower will continue to be obligated under the Note and this Security Instrument until such time as Lender receives Borrower's written notice.

Lender may consent to a sale of Transferee if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transfer of a new loan where being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that Lender may receive as if a new loan were being made to Lender under the same terms and conditions as the original loan; (3) Lender receives payment in full of any amount due under the original note or agreement or instrument in this Note and Lender has been paid in full all amounts due under this Note and Lender's security interest in the property described in this Note has been satisfied; (4) Lender receives payment in full of any amount due under this Note and Lender's security interest in the property described in this Note has been satisfied; (5) the transferee signs an assumption agreement acceptable to Lender and in his Securitry Instrument, as modified if required by Lender; and (6) the transferee agrees to keep all the promises and agreements made in this Note and in his Securitry Instrument, as modified if required by Lender.

11. Under exercises such option to accelerate. Under such small mail Borrower notice of acceleration in accordance with paragraph 12 hereof.
Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums demanded due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may demand or demand on
Borrower's behalf to pay such sums plus interest at the rate of 17% per annum.

16. Transfer of the Property or an interest in Borrower, if all or any part of the Property or an interest therein is sold or transferred by Borrower (or if it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporate entity) or if any part of the Property or an interest in Borrower is sold or transferred without or with less than the consent of Lender, Lender may, at Lender's option, require all the sums secured by this Security Instrument to be immediately due and payable.

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

A. TRANSFER OF OWNERSHIP PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

ATTENDANCE OF COUNSEL: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further agree as follows:

(Property Address)

765 MILTON LANE, HOFFMAN ESTATES, IL 60194

TCF CONSUMER FINANCIAL SERVICES, INC.

Instruments used¹) of the same date given by the underprivileged (the "poor") to secure Bonhoeffer's note to

This D-U-C-O-TranSigner Rider is made this 25th day of **DECEMBER**, 1990, and is incorporated into and shall be deemed to amend and supplement the Masteragreement, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") between the parties hereto.

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

DUE-ON-TRANSFER RIDE