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ILLINOIS

LENDER'S #: 07-02-50519 VA CASE #: LHR635685

MORTGAGE

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT AFFAIRS OR ITS AUTHORIZED AGENT. OF The attached RIDER is made a part of this instrument.

THIS INDENTURE m de this JOSEPH A. KLISZ, JR. , C. THERINE M. KLISZ, HUSBAND & WIFE DECEMBER

19.93

, between

, Mortgagor, and

PNC MORTGAGE CORP. OF AMERICA a corporation organized and existing under the laws of THI STATE OF OHIO

WITNESSETH: That whereas the Mortgagor is justly if debted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of ONE HUNDRED SIX THOUSAND TWO HUNDRED SEVENIX EIGHT AND 00/100------

Dollars (\$106, 278.00-----) payable with interest at the rate of S1)--------

made payable to the order of the Mortgagee at its office in VERNON HILLS, ILLINOIS 63061

440 NORTH FAIRWAY DRIVE

or at such other place as the holder may designate in writing, and delivered or mai ed to the Mortgagor; the said principal and interest being payable in monthly installments of SIX HUNDRED THIRTY-SEVEN AND 19/100------

Dollars (\$637, 19-----) beginning on the first day of

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continuing on the first day of each month thereafter until the note is fully paid, except that the final pyment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY

NOW, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sur 1 of 1 noney and interest and the performance of the covenants and agreements herein contained, does by these pricers MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate six at e. lying, and being in the county of and the State of Illinois, to wit:

> THE NORTH 48 FEET (EXCEPT THE NORTH 12 FEET THEREOF) OF LOT 24 IN BLOCK 1 IN RUTHERFORD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 12-36-223-011-0000 V 72-3-3-3-4-015

ard 15 7110129

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COMMONLY KNOWN AS:

2117 NORTH 72ND COURT, ELMWOOD PARK, ILLINOIS 60635

(IL) (9904)



VMP MORTGAGE FORMS * (313)293-8100 * (800)521-7291 XC1400D

TOGETHER with all and ring to the ten more breeding to the ten more breeding to the tenth, issues, and profite the root, and all 13 uncloses in meres run attached to a result in connection via one promises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

TO HAVE AND TO HOLD the above described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

AND SAID MORTGAGOR covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgager on account of the ownership thereof; (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such type or types of hazard insurance, and it, such amounts, as may be required by the Mortgagee.

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or resessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as may reasonably be deemed necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, shall bear interest at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand and shall be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and to any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the runned evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sam or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

It is expressly provided, however (all other provisions of this mortgage to the correct notwithstanding), that the Mortgagee shall not be required nor shall it have the right to pay, discharge, or remove : n, tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situat at thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment on lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

AND the said Mortgagor further covenants and agrees as follows:

Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full stall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe as Trustee under the terms of this trust as hereinafter stated, on the first day of each month until the said note is fully paid, the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (1) ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
 - (II) interest on the note secured hereby; and
 - (III) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

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AS ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagoe all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, 'LYCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to the require, on the improvements now or hereafter on said premises, and except when payment for all such premiums bus iterefore been made, helshe will pay promptly when due any premiums therefor. All insurance shall be carried in or manies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgage e instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any missionce policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mongagee shell have the right immediately to forcelose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable of the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtednes; corus taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sumshall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

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The tien of this instrument share amain in full force and effect during any ponement or extension of the time of payment of the indebted less of unit art the reof nereby secure; and my extension of the inner of the debt hereby secured given by the No tga ex to an extension in interest of the Morganous and operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand and seal of the Mortgagor, the day and year first written.

JOSEPH A. KLISZ, JR.	J. ISEALI	Catherine M. KLIS	o M. Vlisz	iseali
	[SEAL]	لهيدن هندنده كالرديدة بين بدايمان الدينة المدار بدايم المياوات الم		(SEAL)
STATE OF ILLINO.S COUNTY OF COUNTY OF I, COUNTY and State aforesaid, Do Herror and DOS RP1 IN KIRS me to be the same person whose name person and acknowledged and Alcyvoluntary act for the uses and purpose My Commission Expires: This instrument was prepared by:	signed scaled, and d	foregoing instrume elivered the said inst ding the release and	ent appeared before trument as + kc	onally known to me this day in free and homestead.
HEIDI K. PACK VERNON HILLS, IL 60061		(Lelay of	Dec Dec	,19 93 . Noor
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LENDER'S #1 07-02-50519 VA CASE #1 ENR635685

ADJUSTABLE RATE RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ADJUSTABLE RATE RIDER is made this 7TH day of DECEMBER , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PLE VORTGAGE CORP. OF AMERICA

(the "Lenger") of the same date and covering the property described in the Security Instrument and located ac:

2117 NORTH 7 (ND COUST, ELMWOOD PARK, ILLINOIS 60635

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORK DWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In .dd tion to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMEN', CHANGES

(A) Change Date

The interest rate may change on the first day of APRIL 1995, and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate with be outed on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means, the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Department of Veterans Affair. Let der will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Plan 1 of 2 V.A. Multistate ARM Riden - 1035

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VMP MORTGAGE FORMS * (313)293-8100 * (800)521-7291

Initials - 10/92

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(D) Limits on Interest Rate Changes

The interest rate will never increase or decrease by more than one percentage point (1.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Len ier will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly pyment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the en age in monthly payment amount, and (viii) any other information which may be required by law from tir le to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) control Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly proment amounts exceeding the payment amount which should have been stated in a timely notice, then Be rower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon of the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obtigation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the term, and covenants contained in this Adjustable Rate Rider,

JOSEPH A. YLISZ, JR. (Seal) -Borrower -Borrower	CATHERINE M. KLISZ Borrower (Seal) -Borrower	
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Page 2 of 2

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Veterans Affairs Rider To The Deed of Trust/Mortgage

This Rider is made this 7TH day of DECEMBER , 19.93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Mortgagor")

JOSEPH A. KLISZ, JR. & CATHERINE M. KLISZ, HUSBAND & WIFE

and covering the property described in the Security Instrument and located at: 2117 NORTH 72NT, LOURT, ELMWOOD PARK, ILLINOIS 60635

(Property Address)

"the title 'Secretary of Veterans Affairs' shall be substituted for that of 'Administrator of Veterans Affairs' and the designation 'Department of Veterans Affairs' shall be substituted for that of 'Veterans Administration' each time either appears in the Deed of Trust/Mortgage pursuant to the provisions of Section 2, Pub. L. No. 100-527, the Department of Veterans Affairs Act."

IN WITNESS WHEREOF, the Mortgagor has execut don's Rider.

JOSEPH A. KLISZ, JR. Mortgagor CA

CATHERINE M. 1157 Mortgagor

CATHERINE M. 1157 Mortgagor

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Version 1.1 (M)

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VA-CASE #14LHR635685 LENDER'S #: 07-02-50519

VA ASSUMPTION POLICY RIDER TO DEED OF TRUST/MORTGAGE

This Assumption Policy Rider is made this 71H day of into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the DECEMBER "Security Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to PNC MORIGAGE CORP. OF AMERICA, AN OHIO CORPORATION

(the "Mortgagee") and covering the property in the Security Instrument and located at:

2117 WORTH 72ND COURT, ELMWOOD PARK, ILLINOIS 60635

(Property Address)

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS APPAIRS OR ITS AUTHORIZED AGENT

In addition to the evenants and agreements made in the Security Instrument, Mortgagee and Mortgagor further covenant and agree tha this loan may, at the option of the Note Holder, immediately become due and payable upon assumption ("trensfer") of the property securing such loan to any transferee ("assumor") unless, the acceptability of the assumption of the loan is established pursuant to section 3714 of Chapter 37, Title 38, United States Code. In the event of a transfer of the property, then the following covenants and agreements

- A. Funding Fee. A fee equal to one-half or 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the tim, of transfer to the Note Holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumor fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to tha all eady secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payer of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumor is exempt under the provisions of 38 U.S.C. 1829 (b).
- B. Processing Charge. Upon application for approval to allow as um tion of this loan, a processing fee may be charged by the Note Holder or its authorized agent for determining the creditworthiness of the assumor and subsequently revising the Note Holder's ownership record; when an approval transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 3714 of Chapter 37, Title 38, United States Code applies.
- C. Indemnity Liability. If this obligation is assumed, then the assumor hereby agree, to assume all of the obligations of the Veteran under the terms of the instruments creating and securing the loan, including the obligation of the Veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness creat d by this

IN WITNESS WHEREOF	, the Mortgagor has executed	this Assumption Policy Rider.	0	
JOSEPH A. KLISZ, JR.	(Seal) Mortgagor	Costron on Kusz	(Seal) Sometime (Seal) Sometime (Seal)	
Version 1.4 (M)	(Seal) Mortgogor		(Seal) Nortgagor N	
			JAI	