

UNOFFICIAL CC

COOK COUNTY, ILLINOIS FILED FOR RECORD

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THIS MORTGAGE C"Security Instrument") is given on NOV. 18 HUSBAND AND WIFE The mortgagor is

HARRIS

("Borrower").

This Security Instrument is given to FINCHOR MORTGAGE CORPORATION

which is organized and existing under the law of THE STATE OF ILLINOIS

, and whose

address is 7818 W. HIGGINS RD., CHICAGO, IL 60631-3325

("Lender").

Borrower owes Lender the principal sum of

TWO HUNDRED FORTY THOUSAND AND 00/100

Dollars

240,000.00 This debt is evidenced by Borrower's note dated the same date as this (U.S. 8 Security Instrument ("Note"), which provides for monthly parments, with the full debt, if not paid earlier, due and payable This Security Instrument secures to Lender: (a) the repayment of DECEMBER 1, 2024 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 localed in COOK

County, Illinois:

THE WEST 3 FEET OF LOT 26 AND ALL OF LOT 27 IN WHYTE AND BELL CONSTRUCTION COMPANY'S RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 1. LOTS 2 TO 31, BOTH INCLUSIVE, IN BLOCK 2, LOTS 5 TO 32 IN BLOCK 3, LOTS 1 TO 12 BOTH INCLUSIVE, IN BLOCK 4 PARTS OF LOTS 1 AND 12 AND ALL OF LOTS 2 TO 11, BOTH INCLUSIVE IN BLOCK 5 AND LOT 3 IN BLOCK 6 IN AUSTIN'S RIDGE SUBDIVISION IN SOUTH EVANSTON IN SECTION 30, TOWNSHIP 1 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF RIDGE ROAD IN COOK COUNTY, ILLINOIS.

TAX ID # 11-30-108-017-0000

1127 MULFORD which has the address of

EVANSTON

(City)

Illinois

60201

(Street) ("Property Address");

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TOGETHER WITH all the improvements now or hereafter creeted 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 COMENANTS 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

ILLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

Initials: RH

Form 3014 9/90 LIFT #3014 7/92

Lasar Findisc for: (900) 44B-a5BOX 333-CTI

HIS SECURITY INSTRUMENT Countines a informed variations by jour abotton to constitute a uniform security instrument covering real property, [3 4 5]

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and tate charges due under the Note.
- 2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a fien on the Property; (b) yearly leasehold payments or ground tension the Property, it any. (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, it any; (c) yearly mortgage montance premiums, it any, and (f) sury natural payable by Borrower to Lender, in accordance with the provisions of paraeraph 8, in her of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may at any time collect and hold bunds in an amount not to exceed the maximum amount a lender for a federally related mortgage from may require to Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, (2.1.) S.C. (2.2604 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold bunds in an amount not to exceed the lesser amount. Lender may estimate the amount of bunds due on the basis of exceed data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held to an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such any stolation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bortower to bolding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Bortower vicerest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Bortower to pay some time charge for an independent real estate tax reporting service used by Lender in connection with this foan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Cender shall not be required to pay. Bortower any interest or carnings on the Funds. Bortower and Lender may agree in writing, however, that interest shall be paid 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 pleaged as additional security for all soms secured by that Security Instrument.

If the Funds held by Lender exceed the amounts perint of to be held by applicable law, Lender shall account to florrower for the excess famils in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so portly Borrower in writing, and, in such case Borrower shall pay to I ender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in tull of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cedh against the sums secured by this Security Instrument.

- 3. Application of Phyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: (1881, to any prepayment charges due under the Note; second, to analysis payable under paragraph 2; third, to interest due; fourth, to principal due; and fast, to any late charges due under the Note.
- 4. Charges; Liens. Horrower shall pay all taxes, assessments, charges, fines and imposition's attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay factor on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid ander this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any hea which has priority over this Security Instrument anless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hear; or for secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set terth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be 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 tails 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

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premiums and removal notices. In the New Orless, form were shall the promption to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Horrower.

Thies. Lender and Horrower otherwise agree in writing, insulance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible 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.

timess Lander and florrower 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. If under paragraph 24 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. Decupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lenseholds. Horrower 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 Leader 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 constant waste on the Property. Horrower 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 field created by this Security Instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18 by chastile the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes fortesture of the Lor over's interest in the Property or other material impairment of the lieu created by this Security frequenced or 1 ender's security interest. Progrower shall also be in default if Borrower, during the loan application process, gave materially take or maccurate information of statements to Lender (or failed to provide Lender with any material information) in connection with the foan evidenced by the Note, jeel ding, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security In tranent is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee tule 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 bankrupicy, probate, to condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the zame of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this pa agreph 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 acrosp's shall bear interest from the date of disbutsement at the Slote rate and shall be payable, with interest, upon notice from Lender . Borrower requesting payment.

- 3. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower 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 premiu us required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, at a cost substantial equivalent to the cost of the the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage matrance coverage is not available. Borrower shall pay to Lender each month a sum equal to one weight of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender wifi accept, use and retain these payments as a loss reserve in fica of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of he Property anniedrately before the taking is equal to or greater than the amount of the sums secured by this. Security Instrument mannetizately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

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Security Instrument shall be reduced by the another of the proceeds and ipplied by the following fraction: (a) the total amount of the anosystemed immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any batance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condenuor offers to make an award or settle a claim for damages. Borrower tails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Thless 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 such payments.

- 11. Borrower Not Released: Forbearance By Lender Not a Wniver. Extension of the time for payment or modification of amortization of the same secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the same secured by the Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any torbearance as Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns found; John and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefic the successors and assigns of Lender and Botrower, subject to the provisions of paragraph 17. Botrower's covenants and agreements hall be joint and several. Any Botrower who co-signs this Security Instrument but does not execute the Note: (as v. co seeming this Security Instrument only to mortgage, grant and convey that Botrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Botrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note without that Botrower's consent.
- 13. Loan Charges. If the foan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other foan charges collected or to be collected in connection with the loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from florrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing 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 partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Listanuent shall be given by delivering it or by mailing it 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 by first class mail to Lender's address stated between or any other address Lender designates by notice to Borrower. 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 pragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by coural law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Distrument or the Note conflicts with approachte law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 19. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- (7. Transfer of the Property or a Beneficial Interest in Horrower. If all or any part of the Property, or any interest in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a award person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' tees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective

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- as it no acceleration had occur ed. Devolver) the right to const to shall not apply in the mac of acceleration under paragraph 17.

 19. Sate of Note: Change of Coan Servicer. The Note of a partial interest in the Note (together with this Security Instrument)
- may be sold one or more times without prior notice to Horrower. A sale thay result in a change in the citity (known as the "Loan" Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardons Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that in in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any lavestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. It Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other reaced ation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, incertals containing 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 environmental protection.

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

- 41. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable low provides otherwise). The notice shall specify: (a) Lie default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Korrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specifical in the notic may result in acceleration of the sums secured by this Security Instrument, 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 foreclasure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all suns secured by this Security Instrument without further demand and may foreclose this becurity instrument by judicial proceeding. Lender shall be entitled to collect all expenses incorred in pursoing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Projecty.



24. Riders to this Security I Security Instrument, the covenants covenants and agreements of this box(es)]	and agreements of each	such rider shall be in	corporated into and	nd recorded together with the shall amend and supplement the y Instrument, [Check applicable]	he
X Adjustable Rate Ric	der	Condominium Rider	•	1-4 Family Rider	
Graduated Payment	Rider	Planned Unit Develo	opment Rider	Biweekly Payment Rid	eг
Balloon Rider		Rate Improvement R	Rider	Second Home Rider	
Other(s) [specity]					
BY SIGNING BELOW, Borrower any rider(s) executed by Borrower		to the terms and cove	enants contained in	this Security Instrument and	in
Witnesses:		Richa	IA Har	'ui (Sea	
706	2/2	RICHARI	anaffanis	HAT PA (Sea	
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STATE OF HAINOIS.			County s	is:	
1. THE UNDERSIGNED do nereby certify that 21CH	HARD A. HARRIS	AND DIANA P	, a Notary Public in	n and for said county and state HUSBAND AND WIFE	: ,
subscribed to the foregoing instrum- signed and delivered the said instru	ent, appeared before in	nown to me to be the e this day in person, free and volunta	and acknowledged	ose name(s) that TIZY and purposes therein set forth	1.
Given under my hand and official	d seal, this 18TH	day or NOVEMB	ER (7. 1)	6 94	
My Commission expires:			No.	Public	
		يمممم	OFFICIAL SEAL OFFICIAL QUISBOO Carla M. State of III Carla M. State of III Commission Explica-	mail 97	
WHEN RECORDED MAIL TO ANCHOR MORTGAGE CORP. 7818 W. HIGGINS RD.			TOTT THE WAY		
	10 63015				



113336
THIS ADJUSTABLE RATE RIDER is made this 18TH , 19 94 , 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 Adjustable Rate Note (the "Note") to

ANCHOR MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at: 1127 MULFORD

EVANSTON, IL 60201

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of monthly payments, as follows:

8.500

%. The Note provides for changes in the interest rate and the

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates /

2001 , and on that day The interest rate I will party av change on the first day of DECEMBER every 12th month thereafter. Each day on which my interest rate could change is called a "Change Date"

(B) The Index

Beginning with the first Change Date, thy interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 day, before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Hold r will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my rew interest rate by adding TWO AND ONE HALF

percentage points (2.500 %) to the Current Index. The Note Holder will then round the percentage points (result of this addition to the nearest one-eighth of one percentage point (0,125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 5.500 %. Thereafter, my interest rate will never be increased or decleared on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preciding twelve months. My interest rate will never be greater than 14.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of any monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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 Instrument However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises, the option to require immediate payment in full, 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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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