To Secure to Lender (a) 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, and (b) the repayment of any future advances, with interest to reon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does herely mortgage, grant and convey to Lender the following described property ....., State of Illinois: located in the County of . . . . . . . . . CUOK

(herein "Note"), providing for monthly installments of principal and interest, with the balance of the 

MAIL TO

MORTGAGE

SOUTH WEST 1/4 OF STRING 28 TOWNSHIP inco.
Asoling Clark's Office

RIDER ATTACHED TO MORTGAGE FOR RECORDING

PERMANENT INDEX NO. 03-29-303-0000

Street, Oak Park, Illinois 60301 (herein "Lender").

F#M444 TRAN 0206 10358750 99 22:00 **帯は3 井り ヨーロム リアウムひム** 

COOK COUNTY RELIEDED

[City] (Street) . IL...... 60.004 .... (herein "Property Address"); (State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property".

Borrower covenants that Borrower is fawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions, listed in a schedule of exceptions to coverage in any title insurance policy insuring Landac's interest in the Property. listed in a schedule of exceptions to coverage in any title insurance policy insuring Landor's

MAIL

ILLINOIS -- 1 to 4 Family -- 6/77 -- FHMA/FHLMC UNIFORM INSTRUMENT -- MP-66 Rev. 3/78

## INOFFICIAL C

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, 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 18 hereof, including, but not limited to, reasonable attorney's 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.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or 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. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Ad a ces to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secure by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$.....10000\_00......

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

23. Waiver of Home and Borrower hereby waives all right of homestead exemption in the Property.

	In Witness Whereof, Porrower has executed this Morigage.
	the property of expressity waiving all Homesters SCHUYLER F. PIGOTT -Borrower
	rolly manifel right to the property as may be RITA R. RIGOTT
Cre des	ner de Statutes et the State of Hinois.
	MAIDICE J. PIGOTTO
	PAUL 2. PIGOTT —Borrower
	STATE OF ILLINOIS.  Our oge County ss:  1, Chat Tod y Vot suba a Motary Public in and for said county and state.
	do hereby certify that SCHUYLER F. PIGOTT AND RITA R.PIGCTT, HIS MIFE AND MAURICE
	PIGOTT: HIS WIFE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
	signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein
	set forth. Is more than the second of the se
746	Given under my hand and official seal, this Red day of Odolto, 1585
\$2.50 \$3.50 \$4.50	My Commission expires: 5-31-89  Clint Jody Vohuba
<b>&amp;</b>	with the control of t

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full. a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance. plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid as Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to 1 inder any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrower requesting payment thereof.

Upon payment in (all of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than him ediately prior to the sale of the Property or its acquisition by Lender, any Funds held by

Londer at the time of application is a credit against the sums secured by this Mortgage.

3. Application of Payments Colless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest, myable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Llens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided angles agreement 2 hours for the property of the payments of ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to condet all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which he payments when the payment of the obligation secured by the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good fait i comest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lieu or forfeiture of the Property or any part thereof.

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

and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the vami-secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Lorrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums of insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Unider and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right woold the policies and renewals thereof. and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or it Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repris of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal styll not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leuseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fads to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

ow before the date specified in the notice, Lender at Lender's option may declare all of the sums accured by this Mortgage to be over the date specified in the notice, Lender at Lender at Lender at the Mortgage by Judicial proceeding. Lender shall immediately due and payable without further demand and may foreclosure, including, but not limited to, reasonable attorney's fees, and ceats of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure auch breach; (3) a date, not less than 30 days from the date the notice is malied to Borrower, by which such breach must be cured; and (4) that failure to cure anch or before the date specified in the notice may resulf in 18. Accelerations Remedies. Except as provided in paragraph 17 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 МОН-UNIFORM COVENANTS. BOITOWer and Lender further covenant and agree as follows:

paragraph 14 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 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 temedies permitted by paragraph 18 hereof. Il Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with

obligations under this Mortgage and the Note. and the person to whom the Property is to be sold or transferred reach agreement in writing that the redit of such person is assistanced to Morrgage shall be a soid; rate as Lender shall request. If Lender and that the option to accelerate provided in this paragnaph 17, and if Bolve wer's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured of this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the ene of transfer. Lender this Mortgage, (b) the creation of a purchase money security interest for household applitace, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold nicest of three years or less by Borrower without Lender's prior written consent, excluding (a) the creation of a lien of encumbrance subordinate to 17. Transfer of the Property: Assumption. It all or any part of the Property or an interest therein is sold or transferred

Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower T.a. designate by notice to Lender's address at all be given by certified mail. return receipt requested, to Lender's address stated herein or to borrower to provided betein. Any notice to Lender's address stated herein or to borrower at provided herein. Any notice provided herein or to borrower a lender address as Lender may designate by notice to Borrower at provided herein. Any notice provided herein or to borrower at lender any notice provided herein. Any notice provided herein or to borrower at lender address stated herein.

15. Uniform Mortgage to prove provided herein. Any notice provided herein. Any notice provided herein.

16. Uniform coverants with limited variations by jurisdiction to consist a uniform security instrument covering real property. This Mortgage or the Mortgage and the Mortgage or the Mortgage and the

14. Notice, Except for any notice required under arplicable law to be given in another manner, (a) any notice to interpret or define the provisions hereof.

temedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder acted nure to, the respective successors and assigns of Lender and Borrower. As authored in the provisions of paragraph 17 hereof. As covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions beteof.

right to accelerate the maturity of the indebt duess secured by this Mortgage, are distinct and cumulative to any other right of 12. Remedies Cumulative. All rened is provided in this Mortgage are distinct and cumulative to any other right or

11. Forbearance by Lende, Not a Walver. Any forhearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable take that not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the value of taxes or other liens or charges by Lender shall not be a waiver of Lender's proceedings against such such sold to teluse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by ten on any demand made by the original Borrower and Borrower's successors in interest. by this Mortgage gravier by Lender to any successor in interest. Lender shall not be required to commence the liability of the original torrower and Borrower's successors in interest. Lender shall not be required to commence

Borrower hot heleased. Extension of the time for payment or modification of amortization of the sums secured anch installments

Unless Lende and Bortower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the dur date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

Property or to the sums secured by this Mortgage. an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender's option, either to restoration or repair of the If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make

paid to Borrower. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of with the excess, it any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Morigage.

and shall be paid to Lender. condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned 9. Candemanton. The proceeds of any award or claim for damages, direct or consequential, in connection with any

interest in the Property. any action hereunder.

8. Inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspections specifying reasonable cause therefor related to Lender's

permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at the highest rate interest at the highest rate amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower accured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such

manner provided under paragraph 2 hereof. Lender's written agreement or applicable law. Borrower shall pay the antount of all mortgage insurance premiums in the

## NOFFICIA

Loan # 01-10524276 reatAmenican Fed. S & L apes) - 0 Yalley 1001 Lake Street

### ADJUSTABLE PAYMENT RIDER

DIDED	ATTACUED	TΛ	MODICAGE	としり	RECORDING

THIS ADJUSTABLE PAYMENT RIDER is made this 24th day of September
the same date (the "Note") and covering the property described in the Security Institution and located at-

ARLINGTON HTS... IL. 60004 ....507 N. EVERGREEN ...... (Property Address)

This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases in The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial rate of ..., 9..77.0 %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

#### 2. INTEREST

(A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will one interest at a yearly rate of ... 9.770. %. The rate of interest I will one will change on the first day of the month of November ... 19.8? ... and on that day every IWELF III ... month ther after Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

Beginning with the first Change Date, my 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 availablers of the date 45 days before each Change Date is called the "Current Index."

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

The most recently available index figure as of the date 30 but not more than 45 days before each interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new race of interest by adding ... . . . , %) to the Current Index. This amount will be my new rate of interest until the next percentage points (.... Interest Change Date.

(D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and ofter any default described in Section 9(B) below.

CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amountization period payment date after the Interest Change Date.

The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid principal balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

#### PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on December

19. . . . 1 will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

(VINO lenginal Only) HOLLOWER PAULA R. PIGOTT (las2) , Bortower (Seal) Borrower (Seal) - Bottower (Seal)

IN WITNESS WHEREOF, Borrower has executed this Adjustable Payment Rider

ties hereto agree that such an enactment or expiration of applicable laws would produ. e., mutual mistake in law. Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. The par-Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at according to their terms, or all or any part of the sums secured hereby uncodestable, as otherwise provided in the sions of the Note, the Security Instrument or this Adjustable Rate Rider (Afrer than this paragraph 1) unenforceable If, after the date hereof, enactment or expiration of applicable laws ha e the effect cither of rendering the provi-

#### **TECISTYLION**

ment under the Note.

making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayrefunded to Borrower. Lender may choose to make this retund by reducing the principal owed under the Note or by the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be exceed permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to finally interpreted so that the interest or other loan of arres collected or to be collected in connection with the loan

If the loan secured by the Security Instrument is subject to a taw which sets maximum loan charges, and that law is

**TOVA CHYRGE?** 

Non-Uniform Covenant 21 of the Security "istrument ("Future Advances") is deleted.

#### C. NO FUTURE ADVANCES

ment discontinued only if applicable few se provides. Any right to reinstate shall be exercised in the manner required 19. Borrower's Right to Reins 124. Notwithstanding Lender's acceleration of the sums secured by this Security Instru-Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instru-

Mon-Uniform Covenant 19 ("Portower's Right to Reinstate") is amended to read as follows:

F. BORROWER'S RICHT TO REINSTATE

rower in writing. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Bor-

reasonable fee as a cundition to Lender's consent to any sale or transfer.

Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security addition of unitable interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonably

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required graph 18 hereof. such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by para-

within which Borrower may put the sums declared due. If Borrower fails to pay such sums prior to the expiration of with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance

be immediately due and payable. ing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to tion of law upon the death of a joint tenant or (d) the grant of any leasthold interest of three years or less not containcreation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operadinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the ferred by Borrower without Lender's prior written consent, excluding (a) the creation of a ilen or encumbrance subor-

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or trans-Uniform Covenant 17 of the Security Instrument is amended to read as follows:

E. TRANSFER OF THE PROPERTY; ASSUMPTION

I will make my monthly payments at GreatAmerican Federal Savings & Loan Association, 1001 Lake Street, Oak Park, II. 60301, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ . . . . . 344, 25. . . . . . . The Note Holder will change my monthly payment as required by Section 4(C) below on the . . 1\$T . . . . . . . . . . . . Interest Change Date and on that day every . . 12TH . month thereafter. Each of these dates is called a "Payment Change Date." The Note Holder will also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay the Full Monthly Amount.

(C) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay the unpaid principal balance on my Lian in full over the remaining amortization period at the Payment Rate in substantially equal payments. The "Payment Rate" is the Index on the most recent Interest Change Date plus . . . . 0.3500. . percentage points (. . . 3.500%).

I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B) below requires me to pay the Full Monthly Amount.

(D) Effective Date of Payment Changes

Until my monthly payment is again changed, I will pay the amount of my new monthly payment each month beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required to pay the Full Monthly Amount.

#### 5. UNPAID PRINCIPAL BALANCE

(A) Changes to My Unpaid Principal Balance

My monthly rayment could be less than the amount of the interest portion of the first Full Monthly Amount I awe at less than the inverest portion of my first Full Monthly Amount after an Interest Change Date. If so, the Note Holder will subtract to amount of my monthly payment from the amount of interest I owe and will add the difference to my unpaid principal oal are each month until the next Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the rate of interest on the interest added to principal will be the rate determined in Section 2 above.

My monthly payment could be more than the amount of the Full Monthly Amount. If so, the Note Holder will subtract the difference from the unpair of incipal balance of my loan each month until the next Interest Change Date as if I had made a partial prepayment under Section 7 below.

(B) Limit on Unpaid Principal Balanc : Required Full Monthly Amount

My unpaid principal balance can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount 1 originally horozeed. If my paying the amount of my monthly payment after any interest Change Date would cause the unpaid principal balance to exceed that maximum amount at any time, I must pay instead the Full Monthly Amount as my monthly payment until the next Payment Change Date.

6. NOTICE OF CHANGES

The Note Holder will mail or deliver to me a notice of any changes in the Full Monthly Amount and my 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. CHARGES: LIENS

Uniform Covenant 4 of the Security Instrument is amended to r.a/. as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid it such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly transich to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any tien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower; (a) shall agree in writing to the payment of the obligation secured by such lien in a manner as optable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property of any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subording and such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, I ender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

#### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

### D. UNIFORM MORTGAGE; GOVERNING LAW: SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Mortgage: Governing Law: Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

Property of Courts Clerk's Office