600K COUNTY, ILLINOIS FILED FOR RECORD

1985 AUG 27 PM 1:46

86379316

MORTGAGE -

990-0350-04181

THIS MORTGAGE ("Security Instrument") is given on AUGUST 22 19 86 The mortgalor is RANDY L. CARPER AND THERESA E. CARPER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CTX MORTGAGE COMPANY

which is organized and exists, under the laws of THE STATE OF NEVADA 7995 LYNDON BAINES JOHNSON FREEWAY

, and whose address is

("Lender").

DALLAS, TEXAS 75240

Borrower owes Lender the princips sum of ONE HUNDRED SEVENTEEN THOUSAND AND NO/100---

> 117,000.00). This debt is evidenced by Borrower's note Dollars (U.S. \$

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER, 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 Borrow, 's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, annuand convey to Lender the following described property

LOT 210 IN WINSTON GROVE SECTION 23A BEING A SUBDIVISION IN PARTS OF SECTIONS 25 AND 26, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, 12/1NOIS.

07-26-401-001-0000

which has the address of

1706 HAMPSHIRE DRIVE [Street]

ELK GROVE VILLAGE (City)

Illinois

60007

(2ip Code)

("Property Address");

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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.

THIS 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.

RECORD AND RETURN TO: HOFFMAN ESTATES, IL 60195 LINDA BARONE MOTEUR MINERIC PREPARED BY: My Commission expires: 16-18-89 As day of duquet Given under my hand and official seal, this .AJ101 332 SIZHT as institution the said the trument as THEIR free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T. Re personally known to me to be the same person(s) whose ne c(s) ARE do hereby certify that RANDY L. CARPER AND THERESA E. CARPER, HUSDAND AND WIFE the watersquere a Notary Public in and for said county and state, STATE OF ILLINOIS, County sa: (Space Selow This Line For Ackin -Borrower (lea2) -Borrower (Isab) THERESA E. CARPER\HIS WIFE RANDY L. CARPE (Seal) VOOL VV By Signing Below, Borrow a sceepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by a prower and recorded with it. ALC: ACAM TO NOTE AND MORIGAGE X Other(s) [specify] RT R TO NOTE AND MORTGAGE Planned Unit Development Rider Taduated Paymen Rider Condominium Rider Tobia one SalataulbA ... Tabia Vilman 1-2 Instrument. [Cheek .pv licable box(cs)] supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security. 23, 28.29 s to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security that ment, the covenants and agreements of each such rider shall be incorporated into and shall amend and estend. Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument. Lender shall release this Security 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. Any rents collected by Lender or the receiver shall be applied first to payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, responsible attorneys' fees and costs of title evidence.

20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sate, Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sate, Lender (in person, by agent or by judicially among receiver) and its interesting the expiration of any period of redemption following judicial sate, Lender (in person, by agent or by judicially appointed receiver) and the entitled to enter mann take resession of any manners the Property and at any person, by agent or by judicially appointed receiver) and the entitled to enter mann take resession of any analysis and research or any manners. inform Borrower of the right to reinstate after acceleration and the right to assert in the forcelosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forcelosure. 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 sums secured by breach of any coverants recurrent sums and give notice to borrower print to acceleration and the paragraphs 13 and 17 and succession to acceleration under paragraphs 13 and 17 default; (c) a date, not less than 30 days from the date the notice is given to Dorrower, by which the default; (c) a date, not less than 30 days from the date the notice is given to Dorrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further home to cure the date the sale of the sums acceleration of the sums security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further home 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

TW-888 XOO NOELICIA 4010 COMPANY TENNAMENT TO SELLING T

CLX MOBIEVEE COMPANY

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 late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Find's held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I enver. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit ascice the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Berrower shall pay all taxes, assessments, charges, fines and impositions 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 them on time directly to the person ower' payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow r makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation s cv e' 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 lien or forfeiture of any part of the Property; or (c) 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 forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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 Borrowe, subject to Lender's approval which shall not be

unreasonably withheld.

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, Lor ower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the in arc nee proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any e cess 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 proceed. To repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

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

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

requesting payment.

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occurred. However, this right to remarke shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had (a) pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration cocurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, lender's rights in the Property and Borrower's research including, but not limited to, reasonable attorneys' lees; 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 security, Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this 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

remedies permitted by this Security Instrument without further notice or demand on Borrower. 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

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 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 secured by this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and of this 50 urity Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the 15. Governing Law; Severability. This Security Instrument shall be governed by tot en' law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this S. A. Ary Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrowe. At Londer when given as provided 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 herein or any other address Lender designate. by notice to Borrower. Any notice mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Me Motices. Any notice to Borrower provided for in this Security In. r. an int shall be given by delivering it or by

TI nqanganaq may require immediate payment in full of all aums secured by this Security Instrument and may invoke any remedica peragraph 19. If Lender exercises this option, Lender shall ake he steps specified in the second paragraph of

rendering any provision of the Mote or this Security Instrument unenforce table according to its terms, Lender, at its option, If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Nov. under the Note or by making a direct payment to Borrower. It a re bud reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) my sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may a nose to make this refund by reducing the principal owed connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount 12. Loss Charges. If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted in interpreted so that the interpreted in

that Borrower's consent. the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's interest in the Property un ter the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Moter and constitute this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenance and agreements shall be joint and several. Any Borrower who co-signs this Security

11. Successors and Ass'on Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind 8. d benefit the successors and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or presture the exercise of any right or remedy.

The original Borrower or borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modification of the sums secured by this Security Instrument by reason of any demand made interest of Bortowe. Ash not operate to release the liability of the original Bortower or Borrower's successors in interest. 10. Borr set Not Released; Forbestance By Lender Not a Walver. Extension of the time for payment or modification of a .o. disation of the sums secured by this Security Instrument granted by Lender to any successor in

postbone the cue late of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Uni s. ender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums are ured by this Security Instrument, whether or not then due. make an award of settle a claim for damages. Borrower fails 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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower the amount of the proceeds multiplied by the following traction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

Condemnation. (The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law-Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

y provide a succession

This Rider to Note and Mortgage ("Rider") modifies and supplements the Promissory Note ("Note") executed or assumed by the undersigned and payable to the order of CTX Mortgage Company and the Mortgage ("Security Instrument") securing the Note. Whenever there is any conflict between this Rider and the Note or the Security Instrument, the provisions of this Rider shall be paramount and the Note and the Security Instrument shall be construed accordingly. References to the Note or the Security Instrument in any other documents executed in connection with the Note or the Security Instrument shall be deemed to be references to the Note and the Security Instrument as modified and supplemented by this Rider.

1. The last sentence of Paragraph 13 of the Security Instrument is hereby deleted and the following is hereby substituted therefor:

"If Lender exercises this option, Lender shall take the steps specified in the third paragraph of paragraph 17."

- 2. Feragraph 17 of the Security Instrument (including a description 32 certain portions of Paragraph 17 of the Security Instrument sat forth in Section 10 of the Note) is hereby deleted and the following is hereby substituted therefor:
 - Borrower. If all or any part 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 Lenda, 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 Lendar 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 transferree as if a new loan were being made to the transferee; and (b) Lender rescapily determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coverent or agreement in this Security Instrument is acceptable to Lender.

"Lender may charge a reasonable fee not to exceed one percent (1%) of the outstanding principal balance of the loan as a condition to Lender's consent to the 'oun assumption, unless prohibited by applicable law. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to seep 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 Borrover in writing.

"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."

IN WITNESS WHEREOF, this Rider is executed this 22ND day of AUGUST , 19 86

RANDY LL. CEARDER

THERESA E. CARPER

ILLINOIS--Use with Forms 3200 and 3014 (12/83)

(CTX Rev. 4/29/85)

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ADDENDUM TO PROMISSORY NOTE, MORTGAGE AND RIDER TO NOTE AND MORTGAGE

THIS ADDENDUM modifies and supplements the Promissory Note (the "Note") executed or assumed by the undersigned and payable to the order of CTX Mortgage Company and the Mortgage and the Rider to Note and Mortgage (together the "Security Instrument") securing the Note. Whenever there is any conflict between this Addendum and the Note or the Security Instrument, the provisions of this Addendum shall be paramount and the Note and the Security Instrument shall be construed accordingly.

This Addendum shall be in effect only so long as CTX Mortgage Company, its successors and assigns, other than Federal Home Loan Mortgage Corporation or Federal National Mortgage Association, are the owners and holders of the Note. If Federal Mome Loan Mortgage Corporation or Federal National Mortgage Association buys all or some of Lender's rights under the Security Instrument and the Note, then the promises, agreements and provisions contained in this Addendum shall be null and void and will no longer have any force and effect. Provisions deleted by this Addendum shall be automatically reinstated upon a sale of all or part of Lender's rights in accordance with the proceding sentence.

1. Section 5 of the Note is hereby deleted and the following is hereby substituted therefor:

"5. LOAN CHARGES

"It is the intent of the Note Holder and my intent to contract in strict complianc, with applicable usury law. In furtherance thereof, the Note Holder and I stipulate and agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay, for the use, forberiance or detention of money, interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Neither I nor any guarantors, endorsers or other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be limitally charged under applicable law, and the provisions of this paragraph shall control over all other provisions of this lote and any other instruments now or hereafter executed in connection herewith which may be in apparent conflict herewith. The Note Holder expressly disavows any intention to charge or collect excessive unearned interest or finance charges in the event the maturity of this Note is accelerated. If the maturity of this Note shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the loan evidenced by this Note exceeds the applicable maximum lawful rate, the Note Holder at its option shall either refund to me the amount of such excess or shall credit the amount of such excess against the principal balance of this Note then outstanding. In the event that the Note Holder shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal

ILLINOIS-Use with Forms 3200 and 3014 (12/83)

(CTX Rev. 4/29/85)

CTX MORTGAGE COMPANY

ADDENDUM TO PROMISSORY NOTE, MORTGAGE AND RIBER TO MOTE AND MORTGAGE.

THIS ADDUNDER moderies and organisated the Promissory Nove tens "Hone") executed or escured by the acceptant end payable to the order of the More payable to the order of the Moregage and the Rider to More and Moregage (together "he "Security Instrument") securing the Note; Whenever there is may conflict between this Addendum and the More or the Security instrument, the Provisions of this Addendum and the More or shall be parameter and the More this provisions of this Addendum the Construction and the More and the Provisions of this Addendum the Construction accordingly.

This Addendum shall be in effect only so long as CTM Mortgage Company, its subsessors and assignt, other than Pederal Home Load Mortgage Corporative of Federal Mattonal Mortgage Association, and to advise the Mote Mortgage Association, and to be continued to the Mote Mortgage Association Company of the Mote Mortgage Association Company will be continued to the Mote Security Instrument and the Mote, then the promises, agreements and provisions continued and will avoid the Mote and and effect and to the Mote and Security and void and will avoid the Lary force and effect and Provisions delegated and effect Provisions delegated and effect Provisions delegated and effect Provisions delegated and effect Provisions delegated and processed and searce of Contender's rights in pageordance with the proceding searcency.

1. Section 5 of the Note is hereby deleted and the Following is hereby substituted therefor:

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this wors, or in any other insocrates to ensure the confidentian termined to any come; in any other insocrates to ensure the confidence of party, in the each law is the contained to money, interest to gree the sense in the contained to money, interest to a rate of a rate of the maintenant interest money, interest to be defined by the contained in the party granters becoming I said to grammed of this move at a rate in hereafter becoming I said to grammed of this move at a rate in hereafter becoming I said to grammed of this move at a rate in moder applicable and interests; the maximum interests and the said control of the maximum interests in the said control court all other provisions of this granterph and the rest interests and the control court all other provisions of this granterph and other interests which which we the result of this granterph and the result of the said of the control of the said of the

ILLIMOIS--Use with Norms 3100 and 3014 (12/83)

(CTK Rev. 4/29/95)

rate shall/upon such determination, at the Note Holder's option, be immediately returned to me or credited against the principal balance of this Note then outstanding. The term "applicable law" as used in this paragraph shall mean the laws of the State of Illinois or the laws of the United the laws of the State of Illinois or the laws of the United States, whichever laws allow the greater rate of interest, as such laws now exist or may be changed or amended or come into effect in the future."

The following sentence is hereby added to Subsection 6(E) of the Note:

"Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy, receivership, probate or other court proceedings or if this Note is placed in the hands of attorneys for collection after default, I and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' and collection fees."

Section 9 of the Note is hereby deleted and the following is hereby substituted therefor:

WAIVERS **"9**.

"Notwithstanding anything to the contrary contained herein, I and all encorsers, guarantors and sureties of this Note and all order persons liable or to become liable on this Note severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renevals extensions, modifications, partial payment, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity."

The following paragraph is hereby added to the Note as a new Section 11:

"11. DISHONORED CHECKS

"If any payments provided for herein ale made with a check or any other instrument which is not legal tender of the United States of America or which is not horored for any reason by the financial institution on which it is drawn, the Note Holder will have the option to charge me a fee commensurate with the Note Holder's expenses incurred in collecting such check, which I agree is reasonable. The amount of the fee shall be determined by the Note Holdar in its sole discretion."

The following paragraph is hereby added to the Note (3) a new Section 12:

"12. PARTIAL PAYMENT

"The Note Holder shall have the right to refuse to accept any monthly payment which is less than the full amount (including any late charge) owed by me to the Note Holder. Payment of any amount owed by me to the Note Holder shall be deemed to be made only when actually received by the Note Holder."

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rate shall/upon such decementation, we the Rote Helder's option, be immediately required to me or credited squints the cherpointless balance or this hete then curreading. The term "applicable law" as case in this paregraph and mean the laws of the gold or the laws of the United States, whichever laws also in the graces rate of interest. States inwe now sairs or may be changed or amended or come interestants of states.

10 22. The following sembence is acceby added to Subsection: & CE of the Moto:

"Should the indescribes represented by this Note or any part thereof as collected as law or in equity or through any bankruptcy, receivered as law or in equity or through proceedings or if this Note is threed in the hands of attourings of it this Rote is threed in the hands of attourings for collection area serious, I and ali endersets, quarestures and authorise of this Note jointly and severally agree to bay, in addition to the principal and interset due and payable become to the attourneys or collection fees."

3. Section 9 of the Note is hereby deleted and the following is hereby substituted therefor:

. "9 WAIVERS

"Notwithstanding anything to the contrary contained herein, I and all endouvers, quaranters and simplies of this Mote and all other persons liable or to become liable on this Mote severally waith resolution or to become liable demand, notice of domand and collection of domand and collection of this Mote, notice of domand and collection of the Mote, notice of involved to service the maturity of this Mote, protect and collections of this Mote, and the oringing the collections, diligence in party, and the collection of this maturity and collections party, in while or sistent or with or without notice, before or after maturity.

4. The following paragraph is burshy added to the Mote as a new Section 11:

"11. DISHONORED CHECKS

"If any payments provided is berein are made with a check or any order indexion which is not bonored for the United Store of America or union is not bonored for any reason by the financial institution on which it is drawn, the More Holder will have the option to charge med drawn, the More with the Move holder's expenses incurred for collecting such check, which i agree is resonable. The amount of the fee shall be deterrined by the Mote Holder in amount of the fee shall be deterrined by the Mote Holder in its sole discreption."

5. The following paragraph is sersby added to the Note as a new Section 12:

"IZ PARTIAL SAYMINT

The Note Holder shall have the right to refuse to becuse to any somethy payment which is less than the full amount (including any lute charge) owed by me to the Mote Holder. Fayment of any amount creed by me to the Mote Holder shall be desmed to be made only when actually received by the Bote Holder.

6. Paragraph 2 of the Security Instrument is hereby deleted and the following is hereby substituted therefor:

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall, concurrently with the execution and delivery of this Security Instrument, deposit in any escrow account established by Lender to assure payment of taxes, assessments, hazard insurance premiums, flood insurance premiums (if applicable), leasehold payments or ground rents on the Property (if any), private mortgage insurance premiums and other impositions relative to the Property, an aggregate sum equal to (a) the total amount of such charges attributable to the period from the last date on which each such charge would have been paid under the normal lending practices of Lender to the due date of the first installment payment under the loan secured hereby plus (b) one-sixth of the estimated total amount of such charges that will become due and payable during the 12-month period following the due date of the first installment payment plus (c) if the amounts deposited or to be deposited with Lender pursuant to the following sentence would be insufficient to avoid a deficiency on the due date of such charges, the amount necessary to avoid such deficiency. Thereafter Borraper shall, on each date when an installment of principal and/or interest is due on the Note, deposit in such escrow account established by Lender a sum (for the purpose of assuring nayment of such charges) equal to the purpose of assuring payment of such charges) equal to the pro rata portion (bisid on the number of installment payments due during the 12-month period following the due date of the first installment) of the estimated total amount of such charges that will become due and payable during the 12-month period following the due date of the first installment payment fits such amount as is necessary to maintain an additional balance of one-sixth of the estimated total amount of such charges, except that, if Lender determines there will be a deficiency on the due date of such charges, it may require that additional deposits, sufficient to make up the deficiency, be submitted in equal amounts with each payment up to the date upon which such charges become due and payable. Afterior giving Borrower notice of such deficiency and of the additional deposits required to make up the deficiency, Lender may deduct the necessary amounts from Borrower's regularly-scheduled installment payments if Borrower fails to make the additional deposits. (All am deposited are herein called the "Funds"). (All amounts thus

"Lender shall have the right to rely upon tax information furnished by applicable taxing authorities in the payment of such taxes or assessments and shall have no obligation to make any protest of any such taxes or assessments. Any excess of the Funds over the amounts required for the above described purposes shall be at Lender's option either promptly repaid to Borrower (upon Borrower's written request) or credited to the outstanding principal or credited to Borrower on monthly installments of Funds. All the Funds shall be applied by Lender toward the payment of such taxes, assessments, premiums and other charges when statements therefor are presented to Lender; provided, however, that, if a default shall have occurred hereunder, the Funds may at Lender's option be applied to the payment of the indebtedness secured hereby in the order determined by Lender in its sole discretion, and provided further that Lender may at any time, in its discretion, apply all or any part of the Funds toward the payment of any such taxes, assessments, premiums or other charges which are past due, together with any penalties or late charges with respect thereto. The conveyance or transfer of Borrower's interest in the Property for any reason

. 6. Paragraph 2 of the Security Instrument is hereby deleted; and the following is hereby subgrithed therefor.

"2. Finds for Takes and Instructory. Subject to applicable law or to a written werver by Lender, Borrower shall, concurrently with the execution and dalivery of this Security Instrument, deposit in any cocepa account established by bradet to escuen payment of takes. ostablianed by braiser to ascould payment of takes.

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"Lender shall have the right to sely apon tax information furthed by applicable tering authorities in the payment of such taxes of and tering authorities in chigarion to make any process of the law outh taxes of sacessments, any expects of the law over the amounts required for the above described to another required for the observants.

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(including/without limitation the foreclosure of a subordinate lien or security interest or a transfer by operation of law including transfer incident to death or divorce) shall constitute an assignment or transfer of Borrower's interest in and rights to the Funds held by Lender under this Section but subject to the rights of Lender hereunder. In the event of any such conveyance or transfer, Lender shall have the option (but shall have no obligation) to return the Funds then held by Lender to Borrower. Upon payment in full of all indebtedness secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender or, in the event of prepayment of such indebtedness, Lender may, at its option, deduct such amount from the net pay-off figure. If under paragraph 19 hereof the Property is sold or the Property is acquired by Lender, Lender shall apply any Funds held by Lender at the time of application as a credit against the indebtedness secured by this Security Instrument in the order determined by Lender in its sole discretion.

"Pay ant of the Funds to Lender by Borrower is not intended to and does not create a trust or any other fiduciary relationship between Borrower and Lender. The Funds are paid to Lender to ensure the payment of taxes, assessments, oremiums and other charges and to preserve and protect Lender's interest in the Property so that Lender's interest shall at all times be first and prior to any other claims or liens. Borrower shall not be charged any fee for Lender's own work in accounting for, analyzing, verifying and paying the taxes, assessments, charges and insurance premiums, but Lender shall not pay Borrower any interest or other sum on the Funds nor shall Lender pay Borrower any income which Lender may receive as a result of Lender's investment, on Lender's behalf, of the Funds. Lender may invest, for Lender's sole berefit, all or any portion of the Funds. Any income received as a result of such investment shall be and remain Lender's and Lender shall have no duty to account to Borrower for any profits from such investment. In the event it hould be determined that Lender must pay Borrower interest on, or income received by Lender as a result of Lender's investment of, the Funds, then Lender, if permitted by law, may charge Borrower for the reasonable expenses of Lender in accounting for, analyzing, verifying and paying the taxes assessments, premiums and other charges. Lender shall annually give to Borrower without charge a statement setting forth the total amount of the Funds paid by Borrower and all expments made by Lender for Borrower from the Funds for taxes

7. The following paragraph is hereby added as the fourth subparagraph in Paragraph 17 of the Security Instrument:

"Borrower agrees to notify Lender if all or any part of the Property or an interest therein is sold or transferred in any form or manner whatsoever, including but not limited to (a) the voluntary or involuntary creation of a lien or encumbrance on the Property whether or not subordinate to the lien of this Security Instrument; (b) the creation of a security interest on any personal property which will become affixed to the Property; (c) transfer by descent, devise or gift; (d) the creation of a written or oral lease or rental agreement upon the Property or any part thereof; (e) any arrangement whereby all or part of the burdens or benefits of ownership of the Property are transferred, whether or not legal title is conveyed, including without limitation a relocation agreement, a relocation management agreement or power of attorney; (f) the placing of the Property in an inter vivos or testamentary trust, or (g) any transfer by operation of

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7. The following paragraph is hereby added as the fourth subparagraph in faragraph if our versely of the focurity legtrument:

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law, and Borrower further agrees to furnish Lender with a copy of any and all instruments evidencing any of the foregoing. Upon the request by Borrower for pay off figures with respect to the indebtedness secured hereby. Borrower shall furnish Lender with a certified copy of the applicable contract of sale if requested by Lender. Borrower agrees that the indebtedness secured hereby shall not be paid by one other than Borrower without the approval of Lender. Without regard to whether or not the indebtedness secured hereby is accelerated upon any of the foregoing events as provided in this paragraph 17 or otherwise hereunder, Lender shall have the right to require payment of a sum as a transfer fee or otherwise to pay for the expense of transferring the said indebtedness on its books. No failure by Lender to act under this paragraph shall constitute a waiver by Lender of any right or remedy hereunder."

8. The last sentence of Paragraph 18 of the Security Instrument is hereby deleted and the following sentence is hereby substituted therefor:

"However, this right to reinstate shall not apply in the case of acceleration under paragraph 13."

9. The following paragraphs are hereby added at the end of Paragraph 19 of the Security Instrument:

"In addition to the right to accelerate the indebtedness secured hereby otherwise provided in this paragraph 19, Lender shall have the right to declare all such indebtedness secured hereby to be immediately due and payable upon the occurrence of any of the following events:

- (a) any representation contained herein or in any other instrument securing the Note or otherwise made by Borrower or any other person or entity to the Lender in connection with the loan evidenced by the Note is false or misleading ir any material respect; or
- (b) a receiver, trustee or custodian is appointed for, or takes possession of, all or substantially all of the assets of Borrower or any of the Property, either in a proceeding brought by Borrower, or in a proceeding brought towinst Borrower, and such appointment is not discharged or such possession is not terminated within thirty (30) days after the effective date thereof, or Borrower consents to or acquiesces in such appointment or possession; or
- (c) the Property or any part thereof is taken on execution or other process of law in any action against Borrower; or
- (d) Borrower abandons all or a portion of the Property; or
- (e) any of the events referred to in subheading (b) shall occur with respect to any guaranter of the payment of the indebtedness secured hereby or any part thereof and shall not be remedied within the time set forth in said subheadings."
- 10. The following paragraph is hereby added as a new Paragraph 24 of the Security Agreement:
 - "24. Partial Invalidity. A determination that any provision of this Security Instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the

law, and Sqrrawer for her agree, we consish budder with a copy, of, any and all nestraments with evicencias any of the forrageing. Most the request by Hercard for yet of the with fortal to to to to indebredent restrated bereby. Hercays shall furnish bender with a current copy of the applicable contract of all nestrated is even as the applicable contract of all security of the new be gaid by one what the analysis actions accept of being the parties of a contract of a contrac

8. The last sentence of Faregraph is of the Security.
Instrument is Rereby deleted and the following sentence is besteby substituted thereby substituted therefore.

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9. The following paragraghs are hereby added to the end of Paragraph 19 of the Security that success:

"In addition to the right to escalerate the this indebtedness secured horeby otherway provided in this paragraph 19. Lendon and have the right to declare all such indebtedness tectrol hereby to be impudistely due and payable upon the cocurs of any of the following events:

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(d). Borrower abandons all or a portion of the Property; or

(a) any of the events referred to in subhazding. (b) shall occur with respect to any quasanter of the the payment of the indebteduces recured hereby or any payt thereof and shall not be remedied within the time set forth in said subheadings."

10. The Ecllowing paragraph is hereby added as a new Taragraph Is of the Security Agreement:

"24. Partial invalidity. A decermination that any provision of this Sequelty lestrument is unsuferceable or invalid shail not affect the enforceability or validity of any other provision and any decormination that the

application of any provision of this Security Instrument to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances."

11. The following provisions shall apply to the Note and the Security Instrument, notwithstanding any other provision to the contrary contained therein:

All provisions in the Note or the Security Instrument expressly or impliedly requiring notice of default or of intention to accelerate (including specifically the provisions of paragraph 6(C) of the Note and paragraphs 17 and 19 of the Security Instrument) are deleted. No such notice shall be required under the Note or the Security Instrument. The foregoing shall not delete the requirement of a notice of acceleration.

All terms used in this Addendum unless otherwise indicated shall have the same meanings as in the Note and the Security Instrument, as applicable.

IN WITNESS WENTEOF, this Addendum is executed this 22ND day of AUGUST , 19 86

RANDY L/ CARPER

THIPLSA E. CARPER

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11. The following provisions shall apply to the Note and the security Instrument, notwithstanding any other provision to the contrary contains the contrary contains

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