87426791

1987 AUG -3 PM 2: 53

87426791

[Space Above This Line For Recording Data] -

Page 1 of 2

\$18.00

#### MORTGAGE

THIS NOT GAGE ("Security Instrument") is given on July 11
19. 87. The montagor is Christopher Kerns and Shawn K. Kerns, husband and wife

("Borrower"). This Security Instrument is given to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO which is

which is organized and existing The United States of America , and whose address is under the laws of 5700 N. Lincoln Avenue, Chicago, Illinois 60659

Borrower owes Lender the principal sum of Two Hundred Forty-Six Thousand Four Hundred and no/100, Dollars (U.S. \$ 246,400.00 ). This debt is evidenced by Borrower's note 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 Saptember 1, 2017

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 ums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument: and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does here by mortgage, grant and convey to Lender the following described property County, Illinois: Cook located in

Parcel One (1):

The North 75 feet of the South 90 feet of the West 242.7 feet of Lot Six (6) in Owner's Subdivision of the South West quarter (%) of Section Six (6), Township Forty-two (42) North, Range Thirteen (13) Fist of the Third Principal Meridian according to the Plat thereof recorded May 10 1922 as Document 7495710.

Parcel Two (2):

The South 25 feet of Lots Seven (7), Eight (8) an! Nine (9) (except the East 30 feet of Lot Nine (9)) and the West 15 feet of the Eart 30 feet of Lot Nine (9) in Paul Battey Subdivision of Lot Six (6) (except the South 90 feet of the West 257.7 feet) in Owner's Subdivision aforesaid in Cook County, Illinois.

05-06-313-042-0000; 05-06-313-057; 0000 PARCEL 2 PARCEL PERMANENT TAX INDEX NUMBER:

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.

requesting payment.

1. 1. 1. NATO CO 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 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,

Instrument immediately prior to the acquisition. 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 I and 2 or change the amount of "e payments, If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceedifficial paragraph 19 the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the prioce da to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The A-o by period will begin 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 insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with one considered by this Security Instrument, whether or not the with one with one paid to Borrower. If Borrower abandons, the Property, or does not answer within 30 days a notice from Lender (ha) the insurance carrier has Borrower abandons, the Property, or does not answer within 30 days a notice from Lender (ha) the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceeds Liall be applied to restoration or repair

certier and Lender. Lender may make proof of loss if not made promptly by Borron et all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance render shall have the right to hold the policies and renewals. If Lender it quires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. requires insurance. This insurance shall be maintained in the anyones and for the periods that Lender requires. The insurance shall be chosen by Borro ve subject to Lender's approval which shall not be manred against loss by fire, hazards included within the term "exten led coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice. 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 ake one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the ner of this Security instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien of the lien in part of the Property, or (c) secures from the holder of the lien an prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien of the lien in a manner acceptable to the lien and prevent the enforcement of the lien and prevent the enforcement of the lien of the lien in a manner acceptable to the lien and prevent the enforcement of the lien of the lien in a manner acceptable to the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien of the lien and prevent the lien and prevent the lien of the lien of the lien and prevent the lien and lien a

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lien which has bring in a manner acceptable to Lender; (b) contests in good pay them on time directly to the person wer makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to Lender this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender and the paragraph. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

4. Chargest Liens. Borrower 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. Note; third, to amounts payab c under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of 2 arments. Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied. first, to late charges due under the Note; second, to prepayment charges due under the paragraphs.

application as a creative sainst the sums secured by this Security Instrument. than immediately finite to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

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

this Security Instrument. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 remitres interest to be raid. Lender sentings on the Funds, Lender sentings on the Funds, Lender sentings on the Funds. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. leaschold 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 one-(welfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 construction of the Note is paid in full, a sum ("Funds") equal to construction of the Note is paid in full, a sum ("Funds") equal to construction of the Note is paid in full, a sum ("Funds") equal to construct the Note is paid in full, a sum ("Funds") equal to construct the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full, a sum ("Funds") equal to constitute the Note is paid in full the Note is p

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENAUTS. Borrower and Lender covenant and agree as follows:

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is settle orized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower of the Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an or diration of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bourd; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a greenents shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the ferms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other 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 consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

(a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

(a) any such loan charges collected or to be collected in the loan charges collected in the reduced by the amount necessary to reduce the charges collected in the reduced by the amount necessary to reduce the charges collected in the reduced by the amount necessary to reduce the charges collected in the reduced by the reduced b

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the sie, a specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument's all be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property, Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

on Expires: May 28, 1989	
Children (Line)	12277
(LAS) (LACACIA)	omunical sidT
, 000, 00 % (see) and 10	My Commissic
and the state of	in granta sasanan.
	ya garan
	they they
same, and acknowledged said instrument to be	
14148. Retal. Grawn K. Kerns, Inspand of the cor. 14 and state, do hereby certify that phere said some said specify that phere (are) known of proved to me to be the person(s) who, being informed of the cor. ents of the foregoing instrument, is (are) known of proved to me to be the person(s) who, being informed of the cor. ents of the foregoing instrument,	before me and
ALLE RECELES VS a Notary Public in and for said county and state, do hereby certify that	grafier i segan <b>t</b> e Se en garage
Cook sa:	COUNTY OF
sionifil	STATE OF
[Space Belov 71 k Line For Acknowledgment]	1 -
Christopher Kerns — Borrower Shawn K. Kerns — Borrower	
(IBS)	
The state of the s	
ind in any rider(s) (xecuted by Borrower and recorded with it.	S YG a tramuntani a
IGNING BELOW, Lyrrower accepts and agrees to the terms and covenants contained in this Security and in any rider(s) the day Borrower and recorded with it.	8 Y8
ther(s) [specify]  GONING BELOW, Thrower accepts and agrees to the terms and covenants contained in this Security in any rider(s) exertied by Borrower and recorded with it.	S 48
radueter. Payment Rider  Therest [Japanet Rider   Planned Unit Development Rider   Japanet Rid	S ∨8
[chick applicable box(es)]  Is a fact of Rate Rider  Iner(s) [specify]  Iner(s) [specify]  Inding BELOW, United by Bottower and agrees to the terms and covenants contained in this Security and in any rider(s) are also by Bottower and recorded with it.	S 48
iders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with instrument; the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security [(b) c) applicable box(es)]  Ider(s) [specify]  Inter(s) [specify]  Inding BELOW, Intower accepts and agrees to the terms and covenants contained in this Security inding in any rider(s) (secured by Borrower and recorded with it.)	# 152.  This Security supplement   Comparing the comparing
instrument; the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security [(hvc): applicable box(es)]  [(hvc): applicable box(es)]  [(hvc): applicable box(es)]  Instrument as if the rider(s) were a part of this Security [(hvc): applicable box(es)]  Instrument Rider  [(hvc): applicable box(es)]  [(hvc): app	22, W. 23, W. 23, R. 24, P. 24
inderse. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument, Lender shall release this Security without charge to Borrower Borrower shall pay any recordation costs.  Inders to this Security Instrument, If one or more riders are executed by Borrower and recorded together with a restrument; the covenants and agreements of each such rider shall be incorporated into and shall smend and a restrument; the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security diusable box(es)  [Chr.et applicable box(es)]  Inder(s) [Specify]  Inder(s) [Specify]	21, R Instrument v 22, R 23, R 24, R inia Securit rinia Se
including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the ingenent of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on adsand reasonable attorneys' fees, and then to the sums secured by this Security Instrument, hastrument. If one or more there is a feer and the property.  Asiver of Homestead. Borrower waives all right of homestead exemption in the Property.  Asiver of Homestead. Borrower waives all right of homestead exemption in the Property.  Iders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with a rastrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and state of this Security Instrument as if the rider(s) were a part of this Security Instrument, therefore it is a part of this Security Instrument, it is a part of this Security Instrument as if the rider(s) were a part of this Security Instrument, there is a part of this Security Instrument, in the security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) Levelly Instrument and Instrument Instrume	the Property costs of man costs of man receiver's bot man lastrument v. 23, W. 23, W. 23, W. 24, W. 25, W.
ender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ceiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents collected by Lender or the receiver shall be applied first to payment of the nearest of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on negeneent of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on network of the aums secured by this Security Instrument.  Independent of all sums secured by this Security Instrument, Lender shall release this Security Instrument, The covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, Plants Instrument, The Condominium Rider  Industrial Rider Rider Instrument and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) sand sites Rider Instrument Instrume	20. L. prior to the appointed re- the Property costs of man receiver's bor man receiver's bor 22. W 22. W 23. R instrument of matrument of matrument.
Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. be eartified to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, ead or researches fromeys' feet and coats of title evidence.  ed to, reasonable attorneys' feet and coats of title evidence.  ed to, reasonable attorneys' feet and coats of title evidence.  expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially ception) of and manage the Property and to collect the rents of including indicated to enter upon, take possession of and manage the Property and to collect the rents of including, but not limited to, receiver's feet, premiums on inscendents those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the sums secured by this Security Instrument.  Including those past due. Any rents collection of rents, including, but not limited to, receiver's feet, premiums on the sand then to the sums secured by this Security Instrument.  Including those past due. Any rents collection of rents, including, but not limited to, receiver's feet, premiums on the and reasonable attorneys' feet, and then to the turns secured by this Security Instrument.  Including those past due. Any rents shall pay any recordation costs.  Including those past due. Any rents shall pay any recordation costs.  Including those past due. Any rents shall pay any recordation costs.  Including those past due. Any rents shall be incorporated ingerty.  Including those past due. Any rents and agreements of this Security Instrument.  Including the Property and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and past of this Security Instrument and the state of the Security Instrument and Security Instrume	this Security Lender shall Jour not ilmit 20. It. Day not of the prior to the the Property costs of man 12. W 23. W 24. K 25. W 25. W 26. W 27. W 27. W 28. M 28. M 29. M 29. M 20.
a default or angly to reinstate after acceleration and the right to essent in the forecloeure proceeding the non- a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or ate specified in the notice, Leader at its option may require immediate payment in full of all aums secured by the entitled to collect all expenses incurred in pursons.  Be entitled to collect all expenses incurred in pursons the secured by underly because incurred in the foreclose this Security Instrument by judicial proceeding, the entitled to collect all expenses incurred of title strategies of title selected in purson, by agent to by including, ender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time coewer) shall be entitled to enter upon, take possession of and manage the Property and to collected the remis of including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the including those past due. Any rents collected by Line Security Instrument, Lender shall release this Security including those past due. Any rents collected by this Security Instrument, including those past due. Any rents collected by this Security Instrument, including the spanners of all sums secured by this Security Instrument, including the span due. Any rents collected by the secured by the Property including the span due. Any rents collected by the secured by the Property including the span due. Any rents collected by the security Instrument, including the span due. Any rents and segreements of the secure of the secure of the security in the security including the span due. In the spa	inform Borri existence of before the decentification of the best of the before the best of the best of the best of the best of the property costs of man to costs of man freceiver's bottoment of the best of matrument of the best of the
failure to cure the default on or before the date specified in the notice may result in acceleration of the sums was yearlity Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further ower of the right to remetate after acceleration and the right to assert in the foreclosure proceeding the non-ower of the right to remetate spice acceleration and the closed on the content of the rotice. Leader at its operion may require immediate payment in full of all sums secured by Instrument by judicial proceeding. As instrument by judicial proceeding. The confect all expenses incurred in pursuing the remedies provided in this paragraph 19 including, and to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, each in Proceeding. The confect in Proceeding and the paragraph 19 or abandonment of the Property and at any time expenses incurred in pursuing the remedies provided in this paragraph 19, including, center in Proceeding. The property and to collect the remediate statements of title evidence. The receiver shall be applied first to by judicially including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the regeneration of and manage the Property and to collect the rents of including those past due. Any rents collection of ram secured by this Security Instrument. Lender shall release this Security Instrument, into covenants of such sources and secured by this Security Instrument. Lender shall release this Security Instrument, Indicated to or more idetes are exceeded by Brotower and read shall amend and distances. Payment Rider of the overances of the or more idetes are and recorded together with the restorable to an or the case of the property of the reader and security instruments and security instruments and security instruments and recorded together with the result of all summers of this Security Instrument and the property of this Security instruments are all the payment of the summer s	and (d) that accurred by the scalence of existence of the define Security Lender shall but not limit and the Property costs of man to costs of man to costs of man to costs of man to fine Property costs of man to man to supplement applement applement applement applement.  22, W.  22, W.  23, R.  24, R.  25, W.  26, M.  27, W.  27, W.  28, S.  20, M.  21, R.  21, R.  21, R.  22, W.  21, R.  21, R.  22, W.  21, R.  21, R.  21, R.  22, W.  21, R.  21, R.  22, W.  23, W.  24, M.  25, M.  26, M.  27, M.  27, M.  28, M.  29, M.  20, M.  20, M.  20, M.  20, M.  21, M.  21, M.  22, M.  23, M.  24, M.  25, M.  26, M.  27, M.  27, M.  28, M.  29, M.  20, M.  21, M.  22, M.  23, M.  24, M.  24, M.  25, M.  26, M.  26, M.  27, M.  27, M.  28, M.  29, M.  20, M.
his Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further ower of the right to relatate after acceleration and the right to assert in the foreclosure proceeding the non- a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or are specified in the notice, Lender at its option may require immediate payment in full of all aums secured by Instrument further demand and may foreclose this Security Instrument by judicial proceeding, be earlifed to collect all expenses incurred is pursuing the remedies provided in this paragraph 19, including, which is the person, by agent or by judicially eader in Presentation of redemption following judicial sale, Lender (in person, by agent or by judicially eader in Presentation of redemption following judicial sale, Lender (in person, by agent or by judicially eater in Presentation of redemption following judicial sale, Lender (in person, by agent or by judicially including those past due. Any rents collected by Lender or the receiver stall be applied first to payment of the including those past due. Any rents collected by Lender or the receiver stall be applied first to payment of the and the collection of rents, including, but not limited to, receiver's fees, premiums on the sand teacourled by this Security Instrument.  Including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the superior of the sums secured by this Security Instrument.  Including those past due. Any rents collected by Lender or the consecuted by this Security Instrument.  Including those past due. Any rents collected by Lender or the consecuted by this Security Instrument.  Including the conflict of the processes of the sums secured by this Security Instrument.  Including the conflict of the sums secured by the coorded to secure the superior of the sums secured by the coorded to secure the sums secured by the coorded to secure the superior of the sums secu	and the state of t

I can	No	602442-6
roan	140	002772 0
		ADHISTARI E DATE DIDED

THIS ADJUSTABLE RATE RIDER is made this 11th day of July , 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to LIBERTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

(Interest Rate Limits)

406 Sunset Lane, Glencoe, Illinois 60022

The Note contains provisions allowing for changes in the interest rate every year subject to the limits stated in the Note. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Nove provides for an initial interest rate of 7.75 %

The Note provides for an initial interest rate of 7.75 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

### "4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may charge on the first day of October 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

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

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two percentage points (2 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one quarter of one percentage point (0.25%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### (D) Limit on Interest Rate Changes

The rate of interest 1 am required to pay shall never be increased or dec.e.sed on any single Change Date by more than  $\square$  one percentage point (1.0%)  $\boxtimes$  two percentage points (2.0%) [Check only one box] from the rate of interest 1 have been paying for the preceding twelve months. My interest rate also shall never be greater than 11.75 %, or less than 7.75 %.

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my in othly 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 read 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 in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish 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 lien 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 acceptable 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 or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating 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, Lender 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 SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

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

15. Uniform Security Instrument; 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 sever of

### E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written content, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises such option to accelerate, I inder shall mail Borrower notice of acceleration in accordance with 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, hooke any remedies permitted by paragraph 18 hereof. Notwithstanding a sale or transfer, Borrower will continue to be roligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

#### F. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a low which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected of the collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

IN WITNESS WHEREOF, Borrower has executed	this Adjustable Rate Ride.	(Seai)
	Christopher Kerns	-Borrower
	Spend of TEM2	(Seal)
	Shawn K. Kerns	-Borrower
	·	(Seal) -Borrower

[Sign Original Only]

87426791