Porizo

UNOFFICIAL CQ

PREPARED BY: HINSDALE FEDERAL SAVINGS and LOAN P.O. BOX 386 HINSTALE, ILLINOIS

87535190

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LOAN # 001-1079479

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 15

19.87. The mor ragor is STEPHEN R. ROHACZ AND KATHLEEN H. ROHACZ. HUSBAND AND WIFE.

FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized and existing under the laws of the laws 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 Borrower's covenants and agreements under this Security Instrument and

PARCEL 1: THE SOUTH 35 FEET OF LOT 10 (EXCEPT THE WEST 3 FEET) OF GAUGLER'S RESUBDIVISION OF BLOCK 3 IN TIMME'S SUBDIVISION OF BLOCKS 3, 4, 5 AND PART OF BLOCK 6 IN KETTLESTRUM'S ADDITION TO HARLEM IN THE NORTH-WEST 1/4 OF SECTION 7, TOWNSHIP 39 N(RTH. RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS. **ALSO**

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1, OVER AND UPON THE SOUTH 5 FEET OF LOT 13 FOR PASSING AND REPASSING 'N GAUGLER'S RESUBDIVISION OF BLOCK 3 IN TIMME'S SUBDIVISION OF BLOCKS 3, AND PART OF BLOCK 6 IN KETTLESTRING'S ADDITION TO HARLEM IN NORTH WEST ./4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEPIDIAN, AS CREATED BY GRANT OF EASEMENT DATED JANUARY 25, 1952 AND RECOPCED JANUARY 29, 1952 AS DOCUMENT 15263354 IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 16-07-108-014



VERT-01 RECORDING 11 444 **437** --GLOX COUNTY RECORDER

which has the address of 325 N. FOREST 60302-2011 ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water 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.

\$17.00



Motery Public

CATHERINE NON 1 1989

WA COMMISSION EXPIRES NON 1 1989

SAN MATEO COUNTY

SAN MATEO COUNTY

OPERCIAL SEAL

11/1/89 Achiel
,
My Commission expires:
set forth.
signed and delivered the said instrument as tree and voluntary act, for the uses and purposes therein
subscribed to the foregoing instrument, appeared before me this day in person, and acknewledged that . t. hey
Personally known to me to be the same person(s) whose name(s)
do hereby certify that STEPHEN, R. BOHACZ, AND KATHLEEN H. ROHALS. HUSBAND AND MIFF.
I, Catherine M. Dolyak, a Notare Pablic in and for said county and state,
CALIFORNIA, SAN MATEO STATE OF TEM MY 55:
18M01/08
(Ja>2)
-Borrower
(Seal)
KATHLEEN H. ROHACZ - EBOTTOWN
") Evoled Hampliff"
ASTEPHEN R. ROHACZ , -Boitomen
(lask)
Instrument and in any rider(s) execute 12/ Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
イ
XXOther(s) [specify] NORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT
Graduated Payr, ent Rider [Planned Unit Development Rider
ZXAdjustable & Rider Condominium Rider
Instrument. [Check av plicable box(es)]
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security
23. Rid 20 this Security Instrument, If one or more riders are executed by Borrower and recorded together with
22. Walver of Homestead. 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. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of fitle evidence.
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
. Thingonous initiation to the form of the form of the formation of the fo
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
existence of a default or any other defense of Borrower to acceleration and foreclosure. It 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
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the 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
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defeult must be curred, and (d) that failure to cure the defeult on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 1.5 and 1.7 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cured; default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the vight to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or reinstance of a default or reinstance of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or existence of a default of any other defense of a 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 before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by



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 i authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

Unless Leider and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dite of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Net Released; Forbearance By Lender Not a Walver. 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 operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the 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 Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and beneat the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is vo-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; at d fe' 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 intrest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then. (c.) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any rums 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 by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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. In trument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the starts specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumen', hall 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 the and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security in trument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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.



requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from 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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs I 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 or ceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Insurance in the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security in the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security the content of the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security than the property prior to the acquisition and the sum of the su Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender 1/18, the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process 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 the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day 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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security mould be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

carrier and Lender. Lender may make proof of loss if not made promptly by Bon wen all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

Lender shall have the right to hold the policies and renewals. If Lender requir s, 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.

insured against loss by fire, hazards included within the term exten led coverage" and any other hazards for which Lender requires. The requires insurance This insurance shall be maintained in the arrange and for the periods that Lender requires. The insurance shall be chosen by Borrowe subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrowe subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the in oro ements now existing or hereafter erected on the Property

of the giving of notice. agreement satisfactory to Lender aubordinating the i.e. in this Security Instrument. If Lender determines that any part of the Property a subject to a lien which may attain prior ity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of ake one or more of the actions set forth above within 10 days notice identifying the lien. prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

Borrower shall promptly discharge 2.14 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

receipts evidencing the payments. to be paid under this paragraph. If Boar wakes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person swed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Charges; Liens. Dorrower 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 payal is under paragraph 2; fourth, to interest due; and last, to principal due.

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

Upor try ment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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.

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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not change for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not change in 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the eserow 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. 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 hosts of the funds of the funds of the funds on the 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

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Lender covenant and Late Charges. Borrower shall promptly pay when due



RIDER

LOAN NO. 001-1079479

This Rider is made this FIFTEENTH	day of <u>SEPTEMBER</u> , 19 <u>87</u>
and is incorporated into and shall be deemed to amend	i and supplement the Mortgage, Deed of Trust, or
Deed to Secure Debt (the "Security Instrument") of the	ne same date given by the undersigned ("the bor-
rower") to secure Borrower's Note to HINSDALE FE	DERAL SAVINGS and LOAN ASSOCIATION
(the "Lender") of the same date (the "Note") and cover	ring the property described in the Security Instru-
ment and located at 325 N. FOREST	
OAK PARK, IL 60302-20	กาา
(PROPERTY AI	DDRESS)

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean ary transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate documen, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an accelera ion of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it to directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

TEPHEN R. ROHACZ PHORROW

KATHLEEN H. ROHACZ IBORROW



(1 Year Treasury Index-Rate Caps)

LOAN NO.001-1079479

THEAD	ILICTADED D	ATE DINED is as	uda thia	STH day ofSEPTEMBER	10 97 und i
incorporated int	to and shall be	e deemed to amend	l and supp	ement the Mortgage, Deed of Trust or 5	Security Deed (the
"Security Instru	iment") of the	same date given l	by the und	ersigned (the "Borrower") to secure Bor	rower's Adjustable
				SAVINGS and LOAN ASSOCIA	
				er") of the same date and covering the pr	
the Security Ins					•
325 N.	FOREST	OAK PARK	ΙL	60302-2011	
***************************************	***************************************			Address	

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

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

A. INTEREST SATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATA AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(B) The Index

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

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

(C) Calculation of Changes

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will no be greater than 10.875 %.

Thereafter, my interest rate will never be increased or decreased on any single Change. Date by more than 2.000%.

from the rate of interest I have been paying for the preceding twelve mon as. My interest rate will never be greater than 14.000 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amour (2) my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Rider.

	e.			
	DO OFFI			
		004 CO41	7. L	
(Iso2)			Clark	
Borrowei (Scal) Borrowei (Scal)	H. ROHACE	KATHLEEN		

