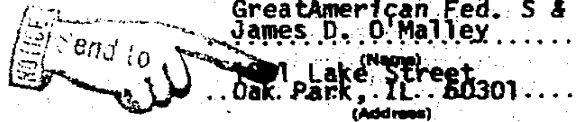


RIDER ATTACHED TO MORTGAGE FOR RECORDING

This instrument was prepared by: GreatAmerican Fed. S & L James D. O'Malley



MORTGAGE

THIS MORTGAGE is made this 18th day of February 1987 between the Mortgagor, GEORGE GROSSMAN, MARRIED TO KAREN A GROSSMAN AND QUENTIN S. PODRAZA, MARRIED TO DIANA LYNN PODRAZA (herein "Borrower"), and the Mortgagee, GreatAmerican Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1001 Lake Street, Oak Park, Illinois 60301 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the Principal sum of Thirty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 18, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2017;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

PARCEL 1:

LOT 99 (EXCEPT THE NORTHEASTERLY 71 FEET THEREOF) IN WHITE AND COLE'S RESUBDIVISION OF BLOCK 1 IN STAVES SUBDIVISION OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTHWESTERN PLANK ROAD, IN COOK COUNTY, ILLINOIS. 13-36-233-034 B.M.C.

PARCEL 2:

LOT 46 IN HIGGINS SUBDIVISION OF THE WEST HALF OF BLOCK 8 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 13-36-431-002 H.R.O.

PARCEL 3:

LOT 11 IN BLOCK 1 IN WATRIS SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE EAST 115 FEET THEREOF) OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 16-01-408-018 Parcel 3 GBO RW

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which has the address of 2727 W. THOMAS ST. CHICAGO, ILL. 60622 (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

10091-3

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration caused by breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) no expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall remain in payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in no acceleration had occurred.

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

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time of any period of redemption following judicial sale, Lender, in person, by agent or by judicial receiver, is entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property and collection of rents, including, but not limited to receiver's fees, premiums on bonds, attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be entitled to those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to acceleration, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by promissory notes stating that said notes are secured hereby. At no time shall the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith, exceed the original amount of the Note plus US \$ 8,000.00.

22. **Costs.** Upon payment of all sums secured by this Mortgage, Lender shall retain the right to require Borrower to pay all costs of recordation, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

DIANA LYNN PODRAZA
KAREN A. GROSSMAN

This document is executed by DIANA LYNN PODRAZA and KAREN A. GROSSMAN solely for the purpose of expressly waiving all Homestead Rights and any marital right to the property as may be created under the Statutes of the State of Illinois.

X *George Grossman*
GEORGE GROSSMAN

X *Quentin S. Podraza*
QUENTIN S. PODRAZA

X *Diana Lynn Podraza*
DIANA LYNN PODRAZA

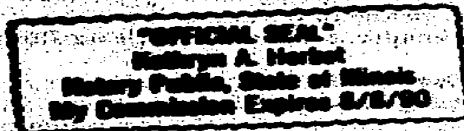
X *Karen A. Grossman*
KAREN A. GROSSMAN

STATE OF ILLINOIS, Cook County ss:

I, the undersigned, a Notary Public in and for the State of Illinois,

do hereby certify that GEORGE GROSSMAN, MARRIED TO KAREN A. GROSSMAN AND DIANA LYNN PODRAZA, MARRIED TO DIANA personally known to me to be the same person(s) who subscribed to the foregoing instrument, appeared before me this day in person, and signed and delivered the said instrument as their free and voluntary act, for the purposes set forth.

Given under my hand and official seal, this 26th day of Feb, 1990.
My Commission expires:



X *Kathryn A. Herbst*
KATHRYN A. HERBST
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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

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

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or other claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

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

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 Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein; and (b) any notice to Lender shall be given by certified mail, return receipt requested, 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 Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage 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 Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

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

If Lender exercises such option to accelerate, Lender 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, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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STATE OF ILLINOIS.....COOK.....COUNTY SS: 3 2 0

I, Charles H. Baley, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

DO HEREBY CERTIFY THAT.....DIANA LYNN PODRAZA, MARRIED TO QUENTIN S. PODRAZA.....

.....PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)..

SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACK-

NOWLEDGED THAT....SHE.....SIGNED AND DELIVERED THE SAID INSTRUMENT AS.....HER.....FREE AND..

VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS..29th...DAY OF...February....., 1989.

MY COMMISSION EXPIRES:

June 26, 1989

.....Charles H. Baley..... NOTARY PUBLIC

STATE OF ILLINOIS.....COOK.....COUNTY SS:

I, Charles H. Baley, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

DO HEREBY CERTIFY THAT.....KAREN A. GROSSMAN, MARRIED TO GEORGE GROSSMAN.....

.....PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)..

SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACK-

NOWLEDGED THAT....SHE.....SIGNED AND DELIVERED THE SAID INSTRUMENT AS.....HER.....FREE AND

VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

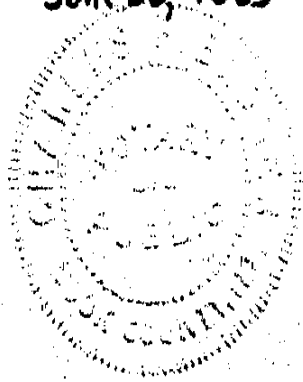
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS..29th...DAY OF...February....., 1989.

MY COMMISSION EXPIRES:

June 26, 1989

.....Charles H. Baley..... NOTARY PUBLIC

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UNOFFICIAL COPY

Cook County

1985

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STATE AND COUNTY OF SAID COUNTY AND STATE

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S)

THE FOREGOING INSTRUMENT, APPROVED BEFORE ME THIS DAY IN PERSON, AND

SHE HAS DELIVERED TO ME THE SAID INSTRUMENT AS

FOR THE USES AND PURPOSES THEREIN SET FORTH

BY MY HAND AND OFFICIAL SEAL, THIS DAY OF

1985

EXPIRES:

1985

Cook County

STATE AND COUNTY OF SAID COUNTY AND STATE

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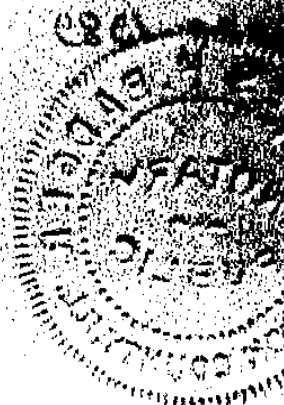
SHE HAS DELIVERED TO ME THE SAID INSTRUMENT AS

FOR THE USES AND PURPOSES THEREIN SET FORTH

BY MY HAND AND OFFICIAL SEAL, THIS DAY OF

1985

Property of Cook County Clerk's Office



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Loan # 01-10526961
Great American Fed. S & L
James J. O'Malley
1001 Lake Street Oak Park, IL 60301

ADJUSTABLE PAYMENT RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

THIS ADJUSTABLE PAYMENT RIDER is made this 18th day of February, 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 Payment Note to Great American Federal Savings & Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

2727 W. THOMAS ST. CHICAGO, IL 60622
(Property Address)

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

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial rate of 9.220%. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Owed

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

Beginning on the date of this Note, I will owe interest at a yearly rate of 9.220%. The rate of interest I will owe will change on the first day of the month of March, 1988 and on that day every month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly 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.

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

(C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new rate of interest by adding 0.3500 percentage points (3.500%) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

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

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and payable on March 1, 2017, which is called the "maturity date". My first Full Monthly Amount is U.S. Two Hundred Forty Six and 16/100 (\$ 246.16). Before each Interest Change Date, the Note Holder will calculate the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

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

4. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on April, 1987. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

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

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 246.16..... The Note Holder will change my monthly payment as required by Section 4(C) below on the 1ST..... Interest Change Date and on that day every 12TH month thereafter. Each of these dates is called a "Payment Change Date." The Note Holder will also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay the Full Monthly Amount.

(C) Calculation of Monthly Payment Changes

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

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

(D) Effective Date of Payment Changes

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

5. UNPAID PRINCIPAL BALANCE

(A) Changes in My Unpaid Principal Balance

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

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

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

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

6. NOTICE OF CHANGES

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

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to 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 MORTGAGE; GOVERNING LAW; SEVERABILITY

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

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

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THE ATTORNEYS AT LAW...
THOMAS ST. CHICAGO, ILL. 60602

PROVIDES FOR...
IN THE FEDERAL COURT OF THE DISTRICT OF COLUMBIA

THE COURT...
IN THE FEDERAL COURT OF THE DISTRICT OF COLUMBIA

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IN THE FEDERAL COURT OF THE DISTRICT OF COLUMBIA

Property of Cook County Clerk's Office

8/27/2011