1988 SEP 28 AM II: 36

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MORTGAGE

808230100

THIS MORE GAGE ("Security Instrument") is given on SEPTEMBER 23,

19 88 The mortg gor is FRANCIS V. YABES & MARILOU YABES, HIS WIFE

("Borrower"). This Security Instrument is given to KOENIG. &

STREY MORTGAGE FRANCES INC. INC. SUCCESSORS AND OR ASSIGNS, which is given to KOENIG. &

STREY MORTGAGE FRANCES INC. INC. SUCCESSORS AND OR ASSIGNS, which is given to KOENIG. &

Borrower owes Lender the principal sum of ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S. \$106,400.00). This debt is mid-and by Borrower ones Lender the principal sum of ONE HUNDRED SIX THOUSAND FOUR HUNDRED AND NO/100 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 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located inCOOK.......

LOT 7 IN BLOCK 16 IN H. O. STONE AND COMPANY'S BELMONT AVENUE TERRACE, A SUBDIVISION OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, The Control of the Co EAST OF THE THIRD PRINCIPAL MERIDIAN ILLINOIS.

PIN 13-19-320-008

which has the address of	7019 W. ROSCOE	CHICAGO
60634	[Street]	[City]
	("Property .	Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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NOW DESIGNATION CONFINEST BOARD IN sad Lender further concusus and agree as follows:

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

to the sums secured on 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 h'of 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 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 amore fination 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

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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) if co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the family 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) and same 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 refunder aduces 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 Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stop specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument, nell 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 lew 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 it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Borrower shall occupy with the provisions of the head-and W Borrower acquires less troperty, the lesseshold and so the stroperty, the lesseshold and so the shall not be provided as the shall not be shall not shall

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unreasonably withheld. S. Finance formance. Borrears and keep the impose many now existing or hereafter erected on the Property insured against loss by the hexacte included within the term "contrage" and any other hazards for which Lender requires. This insurance that he manishes the first contract requires. The insurance that Lender requires for the periods that Lender requires. The insurance carrier providing the insurance carrier provided the insurance carrier p

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Borrower shall promptly discharge as I has which has priority over this Security Instrument unless Borrower: (a) coccipes evidencing the payments. A topically without the factor of the second of second of the second of

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DESTROSSES CONSERVATION Englower and London conservat and agree as follows:

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 23RD day of SEFTEMBER ,19 88 , 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 Note to
KOENIG & STREY MORTGAGE SERVICES, INC., ITS SUCCESSORS AND FOR ITS ASSIGNS

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

7019 W. ROSCOE, CHICAGO, IL

Property Address

Modifications. 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 has we'lnitial Interest Rate" of 8.690 %. The Note interest rate may be increased or decreased on the , 19 89 and on that day of the month FIRST der of the month beginning on OCTOBER every TWELVE morths thereafter.

1. INTEREST RATE CHANGES

(1)The Index

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index". The days before each Change Date is called the "Current Index". The index most recent index figure available as of the date 45 is the: [Check one box to indicate In less.]

(1) D*Weekly average yield on United States Treasury securities adjusted to a constant maturity of

year (s).

(2) *National Average Median Core of Funds-Monthly

(3)

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Calculation of Changes

Before each Change Date, the Note Holder will co cylate my new interest rate by adding TWO AND ONE HALF percentage points (2.500 %) to the Current Index. Tic Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (C) 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 mont in payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity state at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly ray nent.

(C) Limits on Interest Rate Changes

(1) 🗆 If this box is checked, there will be no maximum limit on changes in the interest rate up or down.

(2) X If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than 10.000 % or less than 6.000 %. Thereafter, the interest rate will not be changed by more than 2.000 percentage points on any Change Date. My interest rate will never be greater than 12.000 %, or les: him 4.000 %.

(D) Effective Date of Changes

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

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of 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. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum lear charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the inar would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) 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 by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satifactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option of accelerate

provided in paragraph 17.		•
By signing this, Borrower agrees to all of the above.	1/2	,
Deances V. Chiles (Seal)		ECS_(Seal)
FRANCIS V. YABES Borrower	MARILOUAYABES	-Borrower
(Seal)		(Seal)
-Borrower		-Borrower

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ADJUSTABLE MATE LUAN BURNA

TO I WIND MICHAEL AND THE TOAK THE HOLD WELL THE TREE FOR MICHAEL THE STANK ATTEMPTOR FREE CONTRACTOR AND THE STATE OF THE STATE OF THE STANK AND STANK e e la electrica de la contractación decidio, desta adestracta de la contracta de la contracta de la contracta PERSONAL STREET BESTER OF MERCHANISM TO STREET STREET 3.0 व्यवस्थात्रवर कार्य प्रमाण कर्नात्र on the state of the second section of the second . See a commendation de la committe de la company de la commendation de la commencia del commencia de la commencia de la commencia de la comme ार अर्थ के प्राप्त के के के के के के कि के कि के कि के कि के कि कि के कि क 2019 W. ROSCOR, CHICAGO, In 60634 C. C. service greent or I therefore extended of them. Rightwen his removed of the effect of continuents of and the state of t The contract and the contract of the contract TENERS OF THE PROPERTY OF THE AND STATE OF THE S ्या वर्षे भारते म् <mark>मुच्चे तर् काम में ने क्यों सत्तेच्या के अध्योती के प्रेर</mark>िक क्षेत्रा में प्रकार कर हो। तर् and the second s The angular conference course of adjute parions in this car but, draw Mr. 1944 the control of the co . The first contraction are the second of the first second of the second and the state of t किया होतुन्ने क्रमेनुकाल भी क्रमेदार जिल्ला कर्तुं का त्रिक्तरकाल करा रहे हैं का तहीता. पुरस्कार का का का का क CONSTRUCTOR CONTRACTOR า เป็นการและ หรือพาการเสียสอบ สายครั้งเสียที่เรียบสารัสและ<mark>สมาชิกัน แล้ว พ</mark>าเลี้ย การการสาราช คลัก สายคลัก (The formal map on the formal statement and such as the second of the sec Tayring To a 18 or day of the 100 to a 100 ं राजे हुए राजिस को सेर्वाहरू को साथ में सुद्धा कुरावों से प्रियंत सकता के लाह कर है से स्वास की है। है है है W. W. T. Branch and the second second 53 50 97 impage நட்டு நடுக்கும் வரும் நடித்த இல்லிருந்த the first of the common section is a second of the second with the contract of the contract the second of the contract Control of the second CAR COLORS CONTRACTOR STANDARD CONTRACTOR Contract Southern and Aller Syran sound bear California de la carecta de la participación de la calega errania esta es and the first of the stay this are published by a glade out that ar west of countries for the period of setting to be a contribution of Programme 4, 100, 15 . 45 outhouse as the course of conservations of a The second of the ending that a second of the end of America. Committee of the season and the first fine of the season and the s the transfer to the contract of the second of the contract of in the arm of the terms of the superficiency in Constant of Systemory with Constant to the low transpill entitle yet it to them to and a sill feeling of the new areas and

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