7/32/15

RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN ASSOCIATION. A FEDERAL SAVINGS AND LOAN ASSOCIATION

553900000

2420 West 26th Avenue Denver, Colorado 80211

ALTENTION: DOCUMENTATION DEPARTMENT (Space Above This Line for Recording Data)

LOAN NO. 59-03984-2

MORTGAGE

DHS IS A

FIRST

MORTGAGE

Security Instrument") is given on ...

OCTOBER 25, 1988 ARTHUR E. SIEGEL AND SUSAN R.

The mortgagor is

STEGEL, HIS WIFE

("Borrower") This Security Instrument Symbol to WORLD SWINGS AND LOAN ASSOCIATION, A LEDERAL SAYINGS AND FOAN ASSOCIATION AND DR ASSIGNS, which is organized and existing under the laws of the United States of America and whose address is 2420 West to th Avenue, Denver, Colorado 80211 ("Lender"). Borrower owes Lender ONE HUNDRED NIMETY THOUSAND AND 00/100 * the principal sum of

* * * * * * * * * * * * * * * * Dollars (US \$190,000.00

The 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, it not paid earlier, due and pay, ble on ROVEMBER 01, 2018. Instrument secures to I ender 1.0 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, ad an ed under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenant, and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey by Lender the following described property located in COOK County, Illinois

SEE EXHIBIT "A" AFTACHED, INCORPORATED HER IN BY REFERENCE

REAL ESTATE INDEX NUMBER 04-20-203-021

which has the address commonly known as

3900 CHESTER DRIVE GLENVIEW, IL 60025

c"Property Address").

1000-1111 R W1111 all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances. rents, royalties, mineral, cil 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 COVEN ANTS 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 coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

Form 3014-12, 83

WORLD SAVINGS AND LOAM ASSOCIATION a Federal Savings and Loan Association

| LOAN NO. | EO 02096 2 |
|-------------------|------------|
| - C (2004) 11.2 x | |

LOT 150 IN THE WILLOW NORTH UNIT NUMBER 2, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE 4. DINTY. OF COOK COUNTY CLOTHER OFFICE IN COOK COUNTY, ILLINGIS.

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reduceting payment

the date of dishursement at the Note rate and shall be parable, with interest, upon notice from Lender to Lorrower Security Instrument. Unless Borrower and Unider agree to other terms of para ent. these amounts shall bear interest from and an observable of the paragraph 7 shall become additional debt of Horrower second days at the contract of the three paragraphs.

Leader must take in tion under this paragraph \mathbb{Z} , leader does not have to do so

Instrument, appearing in court, paring reasonable attorneys' fees and entering on the Property to make repairs Athough in the Property. Lender's actions may include paying any sums secured by a ben which has priority over this Security regulations), then I sender may also and pay for whatever is necessary to protect the value of the Property and I ender straight Cander's rights in the Property tsuch as a proceeding in bankrupter, probate, for condemnation or to enforce laws or tovenants and agreements commod in this Security Instrument, or there is a legal proceeding that and significantly affect.

Toping of Fender's Rights in the Property: Mortgage Insurance. guitiva in region off. it essign island evolutionalist of the merger in withing

Borrower shall comply with the proxisions of the lease, and if Borrower acquires fee title to the Property, the leasebold and change the Property, along the Press, along the transfer to commit waste. If the Security instrument is no seasonable

6. Preservation and Varintenance of Property; Lenscholds.— Horrower shall not desire, common to substantially

when the amount of a property Instrument immediately prior to the acquisition trom damage to the Property prior to the acquisition shall pass to I ender to the extent of the sums see he by this Security. bostbone the que of the monther bosinents rejected to in burnkrights I and 2 or change the amounts of the particular W

Condition of their agest otherwise agree in graining, any application of proceeds to privile in their agent of

offered to settle a claim, then I endiversary collect the insurance proceeds. Leader may use error secures by this Security Instrument, whether or not then due to the decision period will begin pottomet abandone the Property. A does not anemet within 30 days a notice from Lewist that the insurance varie, par-Uniess I ender and horrower otherwise agree in withing insurance process, shall be applied to restoration or repair of the distribution or rep it is economically leachble and I indict security is not economically leachble or I ender security would be lessuant through a rong is not expured by the order security would be lessuant throughous a rong is not expured by the fastistic or I ender security would be lessuant to not economically leaders than the indicates of the indicate of the indica

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

all receipts of paid premiums and renewal nonces. In the event of loss, Borros et shall give prompt nonce to the mentance Lender shall have the 19th to hold the policie, and renewals. If Lende evantes, boxtower shall promptly give to Lender All meanance policies and renewale shall be acceptable to bottom and shall include a standard mortgage clause.

nucesconably withheld

mentance carrier providing the incurance shall be chosen by Nor ower subject to Lender's approach which shall not be nsured against loss by the insurance stalt be maintained in the amounts and for the periods that herder requires the reduces that herder tequires the

1. Hakard Insurance. Horrower shall keep the Insuraneuts nou existing to hereafter erected on the Property

an non-order of the body of the first order of the property of (2) to 2002 monthly order or the roller of the following present the ender definition of the following the roller of the agrees in writing to the parament of the objection secured by the hen in a manner acceptable to the backet opinion operate to the head of contest on the head of t

Bortower shall prompile discha ge and hen which has priority over this Security Instrument unless Horrower (na

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boxiower shall par these obe, amous in the manner proxided in paragraph 2, or if not paid in that manner. Boxrower shall promptly furthen to I ender all motices of amounts to be paid under this paragraph of the payment divides these payments directly, borrower shall promptly further to I ender to be paid under this paragraph. We fortower makes these payments directly, borrower shall promptly further I ender to be paid under the payment. Property which may attain querity ever thus Security Instrument, and leasehold parments of ground tents it any

Horrower shall pay all taxes, assessments, charkes, fines and impositions artifoliable to the 4. Chargest Lieux. Sout, third, to amount s payabe under paragraph 2, fourth, to murred due, and last, to pive apal due

paragraphs) and so the approach their chaice charges due under the Note second, to prepayment chars same under the

any bunds below I ender. It under paragraph 19 the Property is sold or acquired by I ender. Lender shall apply, no later than immedemely area to the sairs of the Property is sold or acquired by I ender at the time of application as a color of a sum of the troperty of the sold of the second by I ender an a factor of the provider of the second by I ender under a sold of the sairs economic. It is sold as the sold of the second of the s

Upon agrinent in full of all sums secured by this Security Instrument. Lender shall promptly return to Borrower autoaut mecessars to mass un the deficiency in one of more principle as required by Lender

amount of the Funds held by Lender is not sufficient to pay the escrow stems when duc. Horrower shall pay to Lender any at Borrower's option, either prompts regaid to bostower or credited to Borrower on months paraments of braids. It the the due dates of the escrow nems, shall exceed the amount required to pay the escrow nems when due, the excess shall be.

If the amount of the builds held by Lender, together with the future mouthly payments of builds pasable prior to

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purpose for which each dobit to the bunds was made. The bunds are pledged as additional security for the sums secured by shall give to Horrower, without chaise, an annual accounting of the builds showing credits and debits to the builds and the requires interest to be paid, I ender suall not be required to pay docrower any inperest or earnings on the Finnels. Lender ender may einem seinmen ihra mender shall be paar formet brund of the temen en agreement in an arrest abore ta benerally and the transport of the beneral applicable for pendral tender of the sound of the beneral beneval and the control of the sound of the sou bender may not charge for holding and applicing the bunds, analyzing the account or vertising the escroa, neits, univers state agency including Lender if Lender is such an institution. Lender shall apply the Lunds to pay the escrowiteins

of the Puril of the held in this institution the deposits or accounts of which are insured or guaranteed by a defend or

emetered data and reasonable estimates of future escrow items mortgage institance premiums, that I hese tiems are called "escrow terms" I ender may summite the I ands due on the screening brantaging of bround tents on the Property if any Co veach branch insurance principles of property one-twelth of (a) yearly taxes and assessments which may attain priority over this Security Instrument (b) world to Lender on the day monthly primeris are duc under the Soit, until the Soic paid in full a sum (") unds") could to

-bunds for Taxes and Insurance. - Subject to applicable has or to a written way et 5 Lender, Botton et shall par the primarpal of and interest on the debt establicably by the Note and any preparations and late charges due under the Note.

L. Purment of Peincipal and Interest; Propurment and Late Charges. Horrower shall promptly pas where due ン wolfol za sarga bun manavoa tabas 1 bua ta wo troth ニジレイン (アペン) どおいりと チ

If I ender 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 nonce 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 (7) 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 a Aborized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

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

Unless I endish and Horrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due day of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments 10. Borrower of Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amort various of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall 160 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 of otherwise modify at no fization 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 Robe a 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: (2015) so-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, and (a) //grees that Lender and any other Borrower may agree to extend. modify, forbeat or make any accommodations with 1 mard to the terms of this Security Instrument or the Note without

that Borrower's consent.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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) 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 Borrowet. Lender may choose as 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.

If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note of 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 years specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Isotrower provided for in this Security Instrument shall 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 herem 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 Borrowet or I ender when given as provided in this paragraph

If. Governing Law: Severability. This Security Instrument shall be governed by federacing and the law of the surisdiction in which the Property is located. In the event that any provision of clause of this Security, Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security. Instrument of the Note which can be given effect without the conflicting provision. To this end the provisions of this Security last, ament 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 Isotrower is not a natural person) without I ender'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 I ender exercises this option, I ender 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 for 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 Boxisower, 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 43 or 17

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

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 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 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 this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Under tin 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 the Property including those past due. Any tents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Rely (se Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower Borrower shall pay any recordation costs.

22. Waive, of Homestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument are ovenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable Issuest]

| χ | Adjustable Rate Rider | Planned Unit Development Rider | X Owner Occupancy Rider |
|---|-------------------------|--------------------------------|--------------------------|
| | Graduated Payment Rider | Fixed Rate Rider | X Quick Qualifying Rider |
| | Condominum Rider | 2-4 Family Ruler | |
| | Other(s) (specify) | T | |

BY SIGNING BFLOW, Borrower accepts and agrees to the reams and covenants comained in this Security Instrument and in any indents) executed by Borrower and recorded with it.

ARTHUR E. SIEGEL

(5) 45)

SUSAN R. SIEGFI

(SI M)

(51.51)

(S) ALI

SEALS

181.51.1

3900 CHESTER DRIVE MAILING ADDRESS GLENVIEW, IL 60025 CHY, STATE, ZIP CODE

| STATE OF HANOIS COUNTY OF Cook | | | |
|--------------------------------|--|--|----------------------------|
| | October ₁₀ 88 bel | fore me, the undersigned, a Notary Pub | olic in and for sud State. |
| | | legel and Susan R. Slege | |
| personally appeared | | | |
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| managed thought to the late | sroved to me on the basis of satisfactor | y evidence, to be the person(s) whose na | me(s) |
| | | they acknowledged | |
| subscribed to | o the within instrument and | acknowledged | that |
| execute | d the same | | |
| WITNESS my hand and of | tticaal seal | "OFFICIAL STAL" | |
| \ O_A | | Thomas E. Loftus Notary Public, State of Illinois My Commission Expires #12/92 | |
| Notars Public in and for | V. C.,
0 + County and State | my community Express (1704 | |
| , void y 1 thate in and in | | | |
| (INDIVIDUAL) | 9 | | |
| STALE OF HAINOIS COUNTY OF | 0,5 | | |
| COCACTOI | | and the first of t | Martin and Administration |
| On | ., 10 befo | ore me, the undersigned, a Notary Pub | ne in and for said State, |
| personally appeared | | | |
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| | | mildre of hardware on the by have been | ma(s) |
| | | evidence, to be the person(s) whose nar | |
| subscribed ti | the within instrument and | | hat |
| execute | d the same. | | |
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| WITNESS IIV hand and or | nem wa: | τ_{\circ} | |
| | | 0. | |
| Notary Public in and for sa | nd County and State | | 150 |
| (PARTNERSHIP) | | | |
| STATE OF ILUSOIS | • | | Co |
| COUNTY OF |]85. | Control of the second of the s | |
| On this | day of | , in the year | , before me, |
| | | , personally ap | peared |
| | | | |

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

WHINESS my hand and official seal.

Notary Public in and for said County and State

AFIACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

88.1985 XV

Property of County Clerk's Office

MORED SAVINGS AND LOAN ASSOCIATION,

SASO WEST SOTH AVENUE

мнеи весовоер, митг то: RECORDING REQUESTED BY, AND

DEPARES' COFORADO 80SII

ATTENTION: Documentation Department

1068 NO. 59-03984-2

ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

SIONITII

DATE: OCTOBER 25, 1988

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and in the capaid principal balance of the Mote. ADJUSTARLE RATE MORTGAGE LOAN. The Note secured by the Security Instrument, as hereinafter defined, to which this Rider is attached contains provisions which may result in adjustments in the interest rate, in the monthly payment amount,

World Savings and Loan Association, A Federal Savings and Loan Association of "Lender") to which Security Instrument this Rider is attached. To the extent that the provisions of this Sider are inconsistent with the provisions of the Security Instrument, the provisions of this Rider shall prevail and shall supersede any such inconsistent movisions of the Security Instrument, Except to the extent modified by this Rider and other rider(s), if any, the provisions of the Security Instrument. even date which was crecuted by Borrower and which creates a lien in favor of FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Mortgage ("Security Instrument") of

: SWO[[O] 1. PAYMENT OF PRINCIPAL AND LITEREST; PREPAYMENT AND LATE CHARGES. Paragraph 1 of the Security Instrument is amended to read in its entirety as

principal and interest on any Future Advances (as principal and interest on any Future Advances (as "I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay then due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, and the

S. AppLICATION OF PAYMENTS. Paragraph 3 of the Security Instrument is amended to read in its entirety as follows:

the principal balance of the Mote ("Deferred Interest"), and finally, to the principal of the Mote. Payment shall be made in lawful currency of the United States of America." unpaid interest which became due previously and was added to I and 2 shall be applied: first, to interest which become due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any "3, Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragriphs

blanked units entirety as follows:
Peragraph 6 of the Security Instrument is amended to
planked units entirety as follows: PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS;

with the provisions of the lease, and if Borrower acquires allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply Condominiums; Planned Unit Developments, Borrower shall not destroy, damage or substantially change the Property or Preservation and Maintenance of Property; Leaseholds;

fee title to the proper y, less vill be somether written consent.

A. Planned Unit Development Obligations

If this Security Instrument is on a unit in a planned unit development ("PUD"), the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities as described in the PUD Agreement or any other document which creates the PUD ("Declaration"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD ("Owners Association") and the uses, proceeds and benefits of Borrower's interest.

If this Security Instrument is on a unit in a PUD, Borrower shall perform all of Borrower's obligations under the PUD's covenants, codes, restrictions and Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

Condominium Obligations

If this Security Instrument is on a unit in a condominium ("Condominium"), the Property includes, but is not limited to, such unit in the Condominium project, together with an undivided interest in the common elements of the Condominium project. If the Owners Association or other entity which acts for the Condominium project ("Owners Association") holds title to Property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

If this Security Instrument is on a unit in a Condominium, Borrower shall perform all of perrower's obligations under the Condominium project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents; (v) articles of incorporation; and (vi) covariants, conditions and restrictions. Borrower shall promptly pay, when due, all dies and assessments imposed pursuant to the Constituent Documents.

C. Common PUD and Condominium O'ligations

(1) Public Liability Insurance

The Borrower shall take such action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

(2) Lender's Prior Consent

The Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(a) the abandonment or termination of the PUD or Condominium project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(c) termination of professional management and assumption of self-management of the Owners Association; or

(d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(3) Hazard Insurance

With specific reference to PUD's or Condominiums, in addition to Paragraph 5 ("Hazard Insurance") of this Security Instrument, so

long as the Owners Association maintains, with an insurance carrier reasonably acceptable to Lender, a "master" or "blanket" policy on the PUD or Condominium project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(a) Lender waives the provision in Paragraph 2 ("Funds for Taxes and Insurance") of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property;

(b) Borrower's obligation under Paragraph 5 ("Hazard Insurance") of this Security Instrument, to maintain hazard insurance coverage on the Property, is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy;

(c) Borrower shall give Lender prompt notice of any Tapse in required hazard insurance coverage;

(d) In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the Condominium unit or to common elements thereof, or whether to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security instrument, with any excess paid to Borrower.

(4) Condemnation

The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or the common elements of the Condominium, or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Paragraph 9 ("Condemnation").

(5) Remedies

If Borrower does not pay all Condominium or PUD dues and assessments in full when due, Lender may then or thereafter exercise all remedies provided under this Security Instrument or Lender, at its sole option, may elect to pay such dues and assessments. Any amounts paid by Lender under this paragraph shall become the Borrower's additional debt secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the then applicable Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment."

- 4. LEGISLATION AFFECTING LENDER'S RIGHTS. Paragraph 13 of the Security Instrument is amended to read in its entirety as follows:
 - "13. Legislation Affecting Lender's Rights. If enactions or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrumers 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."
- 5. GOVERNING LAW; SEVERABILITY. Paragraph 15 of the Security Instrument is amended to read in its entirety as follows:
 - "15. Governing Law; Severability. The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Security Instrument or the Note or any other notes or obligations secured by this Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs,

- 3 -

- 6. DEFAULT AND ACCELERATION. Time is of the essence hereof. Upon failure to pay any payment when due or to perform any obligation, covenant, or agreement in the Note, in the Security Instrument, in other security instruments which secure the Note, or in any other document executed by Borrower to induce Lender to make the loan evidenced by the Note, or if any statement made by Borrower in any such document is false or misleading, then Borrower shall be in default under the Note and all principal and accrued interest shall, at Lender's option and without notice, become immediately due and payable in full. Reference is made to the Security Instrument for rights as to the acceleration of the indebtedness evidenced by the Note, including Paragraph 17 which is amended in its entirety as follows:
 - "17. Iransfer of the Property or a Beneficial Interest in Borrower; Assumption. If all or any part of the Property or an interest therein is sold or transferred (or if a teneficial 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 integrate payment in full of all sums secured by this Security Instrument. If Borrower fails to pay such sums immed a celly upon the demand of Lender, lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof. However, this option shall not be exercised by Lender if exercise is prohibited by federal law 20 of the date of this Security Instrument. Lender shall have waived such option to accelerate if, prior to the sale or tanifer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrumer, shall be at such rate as Lender shall request. If Lende 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 Security Instrument and the Note."

NOTWITHSTANDING ANYTHING CONTAINED IN THE SECURITY INSTRUMENT TO THE CONTRARY, LENGER SHALL NOT EXPRISE ITS RIGHTS TO DECLARE ALL SUPS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPEPTY WHICH FIRST OCCURS (AND ONLY SULVE FIRST OCCUPRING SALE OR TRANSFER) FOLLOWING THE DATE OF THE NOTE, PROVIDED: (1) SUCH SALE IS TO A FUYER WHOSE CREDITWORTHINESS HAS BEEN APPROVED IN WRITING BY LENGE (2) LENDER RESERVES THE PIGHT TO REQUIRE THE BORROWER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY APPLICABLE LAW AT THE TIME OF SUCH SALE. OR TRANSFER, BUT IN NO EVENT SHALL SUCH FEE BE GREATER THAN ONE PERCENT OF THE OUTSTANDING PRINCIPAL FALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER; (3) NO PLEVIOUS SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN (OP OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON) HAS OCCURRED FOLLOWING THE DATE OF THE NOTE; (4) THE BUYER HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT ADJUSTED RATE AS SET FORTH IN THE NOTE; (5) THE INTEREST RATE CAP OF THE NOTE SPALL BE CHANCED TO AN INTEREST RATE CAP WHICH IS THE SUM OF THE EXISTING INTEREST RATE AS ADJUSTED PLUS FIVE PERCENT (5%) OR THE INTEREST RATE CAP AS SET FORTH IN THE NOTE, WHICHEVER IS GREATER.

7. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's sole option prior to the release of the Security Instrument may make future advances ("Future Advances") to Borrower. Such Future Advances, with interest thereon, shall be secured by the Security Instrument when evidenced by promissory notes stating that said notes are secured thereby. THE TOTAL AMOUNT OF SUCH FUTURE ADVANCE(S) SHOULD NOT EXCLED ONE HUNDRED THENTY FIVE PERCENT (125%) OF THE PRINCIPAL**

8. INJURY TO PROPERTY. All of Borrower's causes of action, whether accrued before or after the date of the Security Instrument, for damage or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to

(X)

UNOFFICIAL COPY (28/6) 3968-138

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| City, State, Zip Code | | ssembbA puilisM | | |
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NOTARY ATTACHED

IN MITHESS WHEREOF, the undersigned has executed this Rider on the

parties only and are not to be used in interpreting or construing this Rider. PARAGRAPH HEADINGS. Paragriph headings are for the convenience of the

secured by the Security Instrument, irrespective of the mat specified in the Note or in this Rider, immediately due and payable. Maturi ty ateb right, at Lender's option and without prior notice, to declare the indebtedness representations and disclosures in order to induce Lender to make the loan evidenced by the Mote; and in the event that Borrower has made any material made sny material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the visible of a site of the disclosure to declare the disclosure to declare the disclosure of the disclosure that we have the disclosure to declare the declared to declare the disclosure to declare the declared the declared to declare the declared the declared to declare the declared the declared to declare the declared the WIZBEPRESENTATIONS OR NONDISCLOSURE. Borrower has made certain written

tar as they equal each other, notwithstanding that an independent action asserting a claim would at the time of filing an answer be barred by the applicable statute of finitations. or belearence or payment in that the two demands are compended so action is the eafter commenced by one such person, the other person may assert when neither denand was barred by the applicable statute of limitations, and an any applicable law, regulation or procedure which substantially provides that, where cross deamands for money have existed between persons at any point in time against Lender; and in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, the benefits of any applicable in the permitted by law, the benefits of any applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefits of applicable in the permitted by law, the benefit in the benefi claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have 10. OFFSET, No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any

obligation secured by the Security Instrument. regarding the condition of or balance owing under the hote or any other note or furnishing any statement of obligation, Lender's demand or any other statement (\$50,00) or such other maximum amount as from time to time is allowed by law for STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollars

Lender shall request. from time to time may be necessary to effectuate the foregoing provisions and as Borrower agrees to execute such further assignments and other instruments as any such cause of action and may make any compromise or settlement thereof. by Lender or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in Lender's own name any action or proceeding to enforce apply such proceeds to the sums secured by the Security Instrument or to any deficiency under the Security Instrument or to any therefrom all of Lender's expenses, including reasonable attorney's fees, may Lender; and the proceeds thereof shall be paid to Lender, who, after deducting

| (INDIVIDUAL) STATE OF HELINOIS COUNTY OF COOK | 186 | | . 00 | | |
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| On 25th day of Octob | ier _{, 19} -88 | , before me, th | ne undersign | ied, a Notary Publ | ic in and for said State, |
| personally appeared | Arthur F | E. Stegel | and Sus | an R. Slege | l, his wife |
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| personally known to me, or proved to me | c on the basis of satisfa | ictory evidence | , to be the pe | rson(x) whose nan | ne(S) |
| are subscribed to the with | in instrument and | | they | acknowledged | that they |
| executed the same | | | | | |
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| personally known to me, or proved to me | | ictory evidence | , to be the pe | | |
| subscribed to the within | n instrument and | | | acknowledged th | (at , , , , , , , , , , , , , , , , , , , |
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| WITNESS my hand and official seal. | | | | A S | |
| Notary Public in and for said County | and State | | | | 175 |
| (PARTNERSHIP)
STATE OF ILLINOIS
COUNTY OF | Jss. | | | | .00 |
| On this | day of | | ,11 | the year | ., before me, |
| | | | ÷ | , personally app | cared |
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personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on behalf of the partnership and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Notary Public in and for said County and State

AFFACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

Property of Cook County Clerk's Office

UN OR FRATTHE CAN ASSOCIATION A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER, CO 80211

OWNER-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 59-03984-2

DATE: OCTOBER 25, 1988

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the tollowing provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even data to which this Rider is attached as well as the note ("Note") which said Security instrument secures. To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

1. Owner-Occupancy

As an inducement for Lender to make the loss secured by the Security Instrument, Borrower has represented to Lender that the secured property will be occupied, within thirty (30) days following recordation of the Security Instrument and during the twelve (1.) month period immediately following recordation of the Security Instrument, as the primary residence of the person or persons holding title to the secured property or cening the property ("Owner").

Borrower acknowledges that Lender would not have agreed to make the loan unless the secured property was to be owner-occupied and that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the secured property would be owner-occupied. Borrower further acknowledges that, among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans be owner-occupied; Lender's ability to sell a loan (which it often does in the ordinary course of business) will be impaired because the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the secured property is not occupied as the primary residence of the Owner(s); and, if and when Lender makes a loan on non-owner-occupied property, lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the secured property is not occupied, within the time period set forth—above, as the primary residence of the Owner(s), the holder of the Note may, at its option, (a) declare all sums secured by the Security Instrument to be immediately due and payable, or (b) effective—upon

NOTARY ATTACHED.

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(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

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| GLENVIEW, IL 60025 | 3000 CHEZIER DBIAE |
| (1652) | (1692) |
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| SUSAN P. SIEGEL (Seal) | ARTHUR E. SIEGEL (Seal) |
| EXECUTED THIS RIDER ON THE | IN MITHESS WHEREOF, THE BORROWER BAS |
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| itten representations and disclosures in
levidenced by the Mote or notes which the
the event that Borrower has made any
o disclose any material fact, Lender, at
shall have the right to declare the
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written notice to the Owner(s) within twelve (12) months after recordation of the Security instrument. INCREASE THE LUHTIAL INTEREST RATE THEN APPLICABLE PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT, ON ANY SUMS OWING PRESCRIT(3.000) GREATER THEN OTE, TO AN THE ACRESATO THEN APPLICABLE INTERFEST RATE, FOR THEN REMAINING TERM OF THE MOTE, AND THEREFORMENT TO THE MOTE AND SECURITY INSTRUMENT TO PRESCRIT AND THEREFORM OF THE MOTHEN THE WONTHLY FOR THE MOTE AND SECURITY INSTRUMENT TO PRESCRIT AND THEREFORM OF THE ORIGINAL PROPERTY.

The rights of Lender hereunder shall be in addition to any other

| (INDIVIDUAL) | UNOFFICIAL COPY |
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| STATE OF ILLINOIS | |
| COUNTY OF Cook | les |

| | Arthur E. Siegel a | and Susan R. Siegel, his wi | i te |
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| ersonally known to me, or p | proved to me on the basis of satisfac | ctory evidence, to be the person(s) whose na | ime(s) |
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| Themes Pol |) | Notary Public, State of Illinois My Commission Expires 8/15/92 | |
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

Property of Cook County Clerk's Office

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION 2420 WEST 26TH AVENUE DENVER, CO 80211

RIDER TO SECURITY INSTRUMENT

BORROWER'S WARRANTY OF FINANCING TERMS

"QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 59-03984-2

DATE: OCTOBER 25, 1988

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even date to which this Rider is attached as well as the note which said Security Instrument secures ("Note"). To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or the Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

As an inducement for world Savings and Loan Association, a federal Savings and Loan Association, ("Lender") to make the loan secured by the Security Instrument (Loan) Borrower has represented the following to Lender: (a) that Borrower currently has no other outstanding "Quick (aplifying" loans with Lender; (b) that no separate escrow is planned or has been initiated on this Property; (c) that in the case of a purchase transaction (1) that the transaction is a bona fide purchase transaction; (2) that the down payment paid in reference to the Loan was a cash down payment; (3) that the arkn payment was paid with Borrower's own funds; (4) that the payment of the down payment did not result in an adjustment to the sales price of the property; and that (5) there were no credits to the down payment or other similar financing arrangements.

Borrower's warranty to Lender, and further shall be deemed a material fact to lender.

In the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender at its sole option and without prior notice, shall have the right, notwithstanding anything contained in the Note or Security Instrument to the contrary, to either (a) declare the indebtedness secured by the Security Instrument, irrespective of the Maturity Date specified in the Note or notes, immediately due and payable or (b) increase the then applicable Current Interest Rate, as well as the Initial Interest Rate if the Note is an adjustable rate Note (as these terms are defined in the Note),

| pursuant to the terms of the Note and Security Instrument, on any sums owing |
|--|
| under the Note, to an interest rate, which is two percent (2%) greater, than the |
| aforesaid then applicable Current Interest Rate, for the remaining term of the |
| Note, and thereafter modify the monthly installments pursuant to the terms of |
| the Note and Security Instrument to permit amortization of the Loan at such new |
| rates by the end of the original term thereof. * * * * * * * * * * * * * * * * |
| * |

The rights of Lender hereunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law.

If any provision, paragraph, or clause of this Rider to Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions, paragraphs or clauses so construed or interpreted and shall not affect any other provision, paragraph or clause in this Rider, the Note, Security Instrument or other agreements or riders.

| IN WITNESS MEREOF, THE BO | RROWER HAS EXECUTED DAY OF | ED THIS RIDER ON THE ,19 . | |
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| Arthur E. SIEGEL Stoge | (Seal) | SUSAN R. SIEGEL | (Seal) |
| | 04/ | | |
| | (Seal) | C | (Seal) |
| | (Sea!) | | (5eal) |
| 3900 CHESTER DRIVE | | GLERVIEW, IL 60025 | |
| Mailing Address | | City, State, 200 code | |

PLEASE SICH YOUR HAME EXACTLY AS IT APPEARS ABOVE

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INDIVIDUAL

NOTARY ATTACHED.

| (INDIVIDUAL) UNOFFICIAL COPY | |
|---|------|
| STATE OF ILLINOIS COUNTY OF | |
| On 25th of October 19 88 , before me, the undersigned, a Notary Public in and for said St | atc. |
| personally appeared Arthur E. Siegel and Susan R. Siegel, his wife | ~ |
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| personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) 3000 | - • |
| subscribed to the within instrument and they acknowledged that they | |
| executed the same. | |
| | |
| WITNESS my harte and official seal Thomas E. Laftet | |
| Notary Public, State of Illinois My Commission Expires 8/19/85 | |
| Notary Public in and for and County and State | |
| (INDIVIDUAL) | |

STATE OF ILLINOIS COUNTY OF ___ , before me, the undersigned, a Notary Public in and for said State, personally appeared __ personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)... _ acknowledged that _ ____ subscribed to the within instrument and _ executed the same. WITNESS my hand and official seal. Notary Public in and for said Counts and State (PARTNERSHIP) STATE OF ILLINOIS COUNTY OF _____ personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on

behalf of the partnership and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

Notary Public in and for said County and State

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