WHEN RECORDED MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

88-501392

2420 West 26th Avenue Denver, Colorado 80211

ATTENTION: DOCUMENTATION DEPARTMENT (Space Above This Line for Recording Data) ___ LOAN NO. 59-06453-5 **MORTGAGE** FIRST THIS IS A **MORTGAGE** OCTOBER 28, 1988 THIS MORTGAGE ("Security Instrument") is given on CARLA COLLINS MCCAMPBELL, DIVORCED

AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION AND COR ASSIGNS, which is organized and existing under the laws of the United States of America and whose address is 2420 West, 26th Avenue, Denver, Colorado 80211 ("Lender"). Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND EIGHT HUNDRED AND 00/100 *****

\$76,800.00 Dollars (U.S.

The mortgagor is

This debt is evidenced by Borrower's note dated the same dite as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 01, 2018. This Security This Security instrument secures to Lender: (a) the repayment of the debt evidence a 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 part 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 COOK County, Illinois:

> SEE EXHIBIT "A" ATTACHED, INCORPORATED HERF N BY REFERENCE 750/1/Ca

REAL ESTATE INDEX NUMBER: 32-05-403-032

which has the address commonly known as:

18755 CENTER AVENUE HOMEWOOD, IL 60430

("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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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WORLD SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association

LOAN NO. 59-06453-5

LOT 3 IN MCMONOD TERRACE EAST, BEING A SUBDIVISION OF PART OF THE NORTHWES' QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NURTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAY THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 21, 1972, AS DOCUMENT NUMBER 2630520 2004 Collustra Cit

DEFT-01 RECORDING #32.00 T#2222 TRAH 3662 10/31/88 15:10:90 #4878 # 8 # 88 - 50 139 2 COOK COUNTY RECORDER

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Property of Coot County Clert's Office

-62-201365

UNIFORM COVERANT. Burrower and Lender coverant and late Charges. Borrower shall promptly pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the

basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bo rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain provide over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower thakes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any non-which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of my part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the giving of notice.

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

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender a id stall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower all give prompt notice to the insurance

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any eleast paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 50-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Eender under this paragraph 7 shall become additional debt of Borrower 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower, 18 all or any part of the Property or any

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Selucity Instrument. Note are declared to be severable:

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 jurisdiction in which the Property is located. In the event that any provision or clause of this Scurity Instrument or the 15. Coverning Law; Severability. This Security Instrument shall be governed by of detal law and the law of the

.n'qanganaq sidi ni first class mail to Lender's address stated herein or any other address Lender designate, 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

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another in the d. The notice shall be directed to the Any notice to Borrower provided for in this Security Inst. ument shall be given by delivering it or by 14. Notices. paragraph!}7

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph 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

13, Legislation Affecting Lender's Rights. "If enact in a expiration of applicable laws has the effect of partial prepayment without any prepayment charge under the No entit under the Note or by making a direct payment to Borrower at arritund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

necessary to reduce the charge to the permitted limit; and (b) any sure already collected from Borrower which exceeded connection with the loan exceed the permitted limits, than; (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so the interest or other loan charges collected or to be collected in IZ. Loan Charges. If the loan secured by his Security Instrument is subject to a law which sets maximum loan

that Bottower's consent. modily forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property un ler the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covent n. and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey

11. Successors and A. a. as Bound; 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 shall not be a waiver of or preciu le the exercise of any right or remedy. by the original Borrower of Petrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise middly amortization of the sums secured by this Security Instrument by reason of any demand made

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borro act about operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the are date of the monthly payments referred to in paragraphs I and 2 or change the amount of 10, 18 mover Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of an ortization of the sums secured by this Security Instrument granted by Lender to any successor in modification of an ortization of the sums secured by this Security Instrument granted by Lender to any successor in the sum of the

Willies Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due:

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

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 smount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Givided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

assigned and shall be paid to 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 condemnation of condemnation, are nereby 8: Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law Morrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

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 juducial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the swas secured by this Security Instrument.

21. Reseas.. 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. Waiver of Flomestead. 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, the cave pants 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

X_ Adjustable Rate Rider	Planned Unit Development	RiderYOwner Occupancy Rider
Graduated Payment Rider	Fixed Rate Rider	XQuick Qualifying Rider
Condominium Rider	2 Family Rider	
Other(s) [specify]		
	0,	
BY SIGNING BELOW, Borrower accep	its and agrees to the term send cover	ants contained in this Security Instrument and in
any rider(s) executed by Borrower and record	ed with it.	
CARLA COLLINS MCCAMPBELL	ι <u>΄</u>	C ₂
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18755 CENTER AVENUE	HOME	100D, IL 60430

NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "B"

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WINDER PROPERTY ACKNOWLEDGE MIND 3 9 2

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) subscribed to the within instrument and SHE executed the same "OFFICIAL SEAL" WITNESS my haid and official seal OFFICIAL SEAL" WITNESS my haid and official seal OFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE	county of <u>Coon</u> iss.	of the state of th
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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). SIR executed the same. "OFFICIAL SEAL" ROSE DESOCR WITNESS my hand and official seal. "OFFICIAL SEAL" ROSE DESOCR WITNESS my hand and official seal. "OFFICIAL SEAL" ROSE DESOCR WITNESS my hand and official seal. "OFFICIAL SEAL" ROSE DESOCR WITNESS my hand and official seal. "OFFICIAL SEAL" A locally Public in and foreid County and State the undersigned, a liotary Public in and foreid county and state; and hereby tarry that Carla Collings McCampbell Divorced and since remarking hereby tarry that Carla Collings McCampbell Plovorced for me to be the person(s) being informed of the contents of the foregoing instrument, have executed same acknowledged said instrument to be here. free and voluntary act and deed and the executed said instrument for the purpose, and uses therein set forther she mess my hand and official seal this 28th day of October 1988. **COMMISSION EXPIRES 1/20/30 **Notary Public **Notary Public **Notary Public **Notary Public **Presonally appeared **Presonally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on the personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on the personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on the personally known to me, or proved to me on the basis of satisfactory evidence, to be the person that executed this instrument, on the person that executed this instrument, on the personal transport of the person that executed this instrument, on the person that exe		
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Notary Public in and for said County and State

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PREPARED BY: WORLD SAVENS AND LOAD ASSOCIATION LAURING LAURING THE LAURING THE

WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER, COLORADO 80211

ATTENTION: Documentation Department

LOAN NO. 59-06453-5

ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$76,800.00

DATE: OCTOBER 28, 1988

ADJUSTABLE MATE 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, and in the unpair principal balance of the Note.

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

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Paragraph 1 of the Security Instrument is exended to read in its entirety as follows:
 - "1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when cue the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, and the principal and interest on any Future Advances (as hereinafter defined) secured by this Security Instrument."
- 2. APPLICATION OF PAYMENTS. Paragraph 3 of the Security Instrument is amended to read in its entirety as follows:
 - "3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any unpaid interest which became due previously and was added to the principal balance of the Note ("Deferred Interest"), and finally, to the principal of the Note. Payment shall be made in lawful currency of the United States of America."
- 3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amended to read in its entirety as follows:
 - "6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, damage or substantially change the Property or allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires

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WORLD SAVINGS AND LOAN ASSUCIATION, A FEDERAL SAVINGS AND LOAN ASSUCIATION

> 2420 WEST 26TH AVENUE DENVER, COLORADO (802)

ATTENTION: Bocumentation Department

LOAM NO. 59-06453-5

AD HISTARLE PATE RIDER TO SECURITY INSTRUMENT

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\$76.800.00

DATE: OCTOBER 28, 1988

Angustable SATE ACCTEACH LOAD. The Mote secured by the Security Instrument, as bereinafter defined, to which this Rider is attached contains provisions which may result in adjustments in the interest rate, in the monthly nivecut amount, and in the unphily nivecut amount.

FOR VALUE SECEIVED, the underlighed ("Borneser") agraes that the Policeing provision and D as inconsisted into the Microsum ("Secretly Enstrument") of even set the secretly Enstrument") of what Secretly and Louis Actualist, A Federal Sayous and Louis Actualist Association ("Lot ber") is white the enstrument this Mids Mids attent Association that the provisions of the extent that the provisions of the Secretry (Louis each to growingers of this entert with the provisions of the sugarment and another enterty (Louis each to growing provisions of the sugarment and inconsistent and other instrument. Except to the extent consisted and are such instrument. Except to the Security instrument.

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2. APPLICATION OF PANERNIG. Paragraph 3 of the Security Instrument is amended to missectively as follows:

application of Fagments. Unless applicable to provides, the provides to the provides to the provides to the provided that the interest value became the first to interest value became the first to interest value became the first to present is being made; the provided to the provided the pr

3. PRESERVATION AND MAINTENANCE OF PROPERTY, LUNSEHOLDS; CONSENENT, PLANNES UNIT DEVELOPMENT, In the Security instrument is unabased to mead in the entirely as his lower

To Preservation and Maintenance of Encountry Leaveholds; Space process; Preservation Developments. Sorrower shall not entroy, assault to represent the Change the Property or allow the Lorenty to interiorate or rommit waste. If this salestly instrument is to a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires

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fee title to the Propert, the Me will be no me get of the fee title and leaseho critical Leader's prior 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.

в. <u>Condominium Obligations</u>

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 Porrower'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) covenants, conditions and restrictions. Borrower shall promptly pay, when due, all area and assessments imposed pursuant to the Constituent Documents.

C. Common PUD and Condominium Joligations

(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

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fee tity to the report Attere til he to return to the report without tender to return to the consent.

A. Planced Unit Boyelopment Obligations

if this Secority Instrument is on a unit in a planned unit development ("PUD"), the Property includes, but is not limited to, a partel of land improved with a dwelling, together with other such parcels and certain common areas and inclines as described in the PUD Agreement or any other accument which creates the PUD ("beclaration"). 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 creares 'on Owners Association; and (iii) any by-lows or experiences or regulations or the Owners Association. Borrower shall pimptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

8. Condemnium Obligations

If this Soundity 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 ("Gweers Association") holds title to Propenty for the bonefit or and of its members or shareholders, the Property also includes Betrower's interest in the Owners Association and the uses, proceeds and benefits of Borrover's interest.

If this Security Instrument is on a unit in a Condominium, for nower shall perform all or Byrrower's obligations under the Condominium project's Constituent Documents" are the (1) Beclarectum or any other document which breates the Condominium project; (ii) by-lawd; (iii) code of regulation; (iv) other equivalent documents; (v) articles of incorporation; (v) covenants, conditions and restrictions, borrower shall promptly pay, when by, all dues and assessments imposed pursuant to the Constituent Documents.

C. Corono OUD and Condeniation Obligations

i) Subfic tiability Insurance

The Berrower 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) Lepoeg's Prior Consent

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

- (a) the standoment of termination of the 'PUD, or Condominium project, except for abandonment of termination required by law in the case of substantial destruction by fine or other casualty or in the case of a taking by condemnation or eximant 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 or 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 PhB's or Condominiums, in addition to Paragraph 5 ("Hazard Insurance") of this Security Instrument, so

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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 lapse 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.

Un Condemnation

Tre proceeds of any award or claim for damages, direct or consequential, payable to Porrower 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 liqu 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 doree 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 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."

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,

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long as the Owners Ascastetion maintains, with an insurance corrier reasonably acceptable so tender, a "master" or "blankes" policy on the PUD or Condominium project which is satisfactory to tender and which provides insurance coverage in the amounts, for the periods, and against the bazards tender 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 orderwelfth of the yearly premium installments for hazard insurance on the Property:
- (b) Borrower's obligation under Paragraph 6 ("Hazard insurance") of this Securicy Instrument, to meintain hazard insurance coverage on the Propercy, is deamed sairsfied to the extent that the required coverage is provided by the Ganers Association policy:
- (c) Corrower shall give Lender prompt notice of any lapse in required hazard courence coverage:
- four-edge in field of restantion or repair following a loss to the Property, whether to the fondominion unit of to common elements thereof, or whether to common areas and facilities of the PID, any proceeds payable to Borrower are hereby assigned and shall be paid to London for application to the sums secured by this security instrument, with any excess paid to Sorregar.

(4) Sundammarion

The proceeds of any award of claim for damages, direct or consequential, eavable to formover in consection with any condemnation or aliest taking of all or any part of the Property whether of the unit or the common alaments of the Condemnatium, or the common alaments of the Condemnatium, or the common area and facilities of the PUD, or for any conveyence in the or requessation, are hereby, assigned and shall be part to Lencer. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Paragraph 9 ("Condemnation").

(S) Remedies

It borroves does not pay all Condominium or PHO dues and assessments to firlt them due tender may them or thereafter exercise all remedies provided ender this backrity instrument or Lender, at its sole option, may cloud to pay such aues cal assessments. An amounts paid by Lender under this paragraph shall becaute the Conference's additional debt secured by this Security instrument. Unless Conference and Lender egree to other terms of payment, there excueds which interest from the date of disbursement at the then applicable Note and shall be payable, with interest, upon notice from them applicable Note and shall be payable, with interest, upon notice from Lender to Borrower and shall be payable.

- 4. LEGISLE FOR AFFECTING LENDER'S RIGHTS, Paragraph 13 of the Security instrument is recorded to read in its entirety as fallows:
 - The Legislation Affecting useder's Rights. If enactment or epiration of applicable law has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, conder, at its option, may require inmediate payment in full of all sums secured by this Security Instrument and may invake any remedies permitted by Peragraph 19."
- 5. GOVERNING LAW: SEVERABILITY. Paragraph 15 of the Security Instrument is amended to road in its entirety as follows:

"15. Governing Law: Severability. The loan secured by this Securify instructed is eade pursuant to, and shall be construed and governed by, the laws of the bedued States and the rules and repealations promulgated thereunder, including the leaters' laws: rules and regulations for fuderal savings and loan associations. If any paragraph, clause or any provision of this Security instrument of the lease or any other note: or obligations secured by this Security dather note: or obligations secured by this Security competent jurisdiction to be void, invalid or competent jurisdiction to be void, invalid or performedle, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs.

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clauses on or visions of the Note or other notes or obligations secured by this Security Instrument."

- 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. Transfer 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 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. If Borrower fails to pay such sums immediately 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 as of the date of this Security Instrument. 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 credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrument shall be at such rate as Lender shall request. If Lander has waived the option to accelerate provided in this raragraph 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, LENDER SHALL NOT EXERCISE ITS RIGHTS TO DECLARE ALL SUIS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPERTY WHICH FIRST OCCURS (AND ONLY SOCK FIRST OCCURRING SALE OR TRANSFER) FOLLOWING THE DATE OF THE NOTE, PROVIDED: (1) SUCY SALE IS TO A BUYER WHOSE CREDITWORTHINESS HAS BEEN APPROVED IN WRITING BY LENDER; (2) LENDER RESERVES THE RIGHT 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 BALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER; (3) NO PRE/IOUS SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN (J. 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 ASSIMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTERST 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 SHALL BE CHANGED 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 EXCEED ONE HUNDRED TWENTY FIVE PERCENT (125%)*
- 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 * OF THE PRINCIPAL BALANCE EVIDENCE BY THE NOTE.

clauses or Open Arthurstions secured by this Security
Instrument."

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 Mote, is the Security Instrument, in other security instruments which secure the Mote, or in any other document executed by Borrower to induce Lendor to make the lost or denied by the Mote, or if any statement made by Borrower in any such december is false or misleading, then Borrower shall be in default under the Mote and accrued interest shall, at Lender's option and without notice, became immediately due and payable in full. Reference is made to the acceleration of the inhebtedness evidenced by the Mote, including Paragraph 17 which is amended in its entirity as follows:

Porrower, Security of the Property or a Boneficial Interest in Porrower, Security of 11 all or any part of the Property or an interest in the sold or transferred (or if a Boneficial Interest in Boneficial Or and or transferred and beneficial Interest in the sold or transferred and Boneficial Interest in Security of the secured by the remember may, at its option, require remember maying the secured by this Security in transmit. If Bonewer fails as pay such sums families notice on the demand of Lender, Lender may, without beneficial by Farminghal 19 repeat. However, this option shall not be menisously Lender if exercise a prohibited by rederal and to menisously Lender if exercise a prohibited by rederal and the order and the present in Lender will have welved such option to such security instrument, and the security in the security in the security is to be such or transferred mad the present of the bone has been and the sums secured by the security Instrument of such served is satisfactory to be seen and that the interest payable and the sums secured by accolerate provides in the remark has executed a written assumption accolerate provides in this Farmyrapa 17, and if Horrower's successor in interest has executed a written assumption release Borrower from all obligations under this Security lestower and the Rote."

NOTWITHSTANDING ANYTHING CONTAINED IN THE SECURITY INSTRUMENT TO THE CONTRARY, LENDER SHALL NOT EXERCISE ITS RIGHTS TO DECLARE ALL SUMS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPERTY CHICA FIRST OCCURRING SALE OR TRANSFER) FULLUMING THE DATE OF THE NOTE, PROVIDED: (1) SUCH SALE IS TO A BUYER THAN SERVICE CREDITION THE NEUTRING SHE DATE OF THE NOTE, PROVIDED: (1) SUCH SALE IS TO A BUYER WHOSE CREDITY OF THINKES HAD RECOVER IN WRITTENS BY LENDER; (2) LENDER RESERVES ASSUMPTION FEL ALLOGED BY ARTILICABLE IS SUCCESSOR IN INTEREST TO PAY THE MAXIMUM AS AN ALL ALLOGED BY THAN ONE OF THE OUTSTANDING PRINCIPAL IN MO GREYIOUS SALE OF THE DATE OF THE PROPERTY OR TRANSFER; (3) NO PREVIOUS SALE ON TRANSFER OF ALL D. DNY PAFT OF THE PROPERTY OR ANY INTEREST THEREIN (OR OF A SEMEFFICIAL IN (EVEL) IN BURROWER, IT BURROWER AS SUCCURED BY THE NOTE; (4) THE BUYER HAS EXCLUTED A WRITTEN ASSUMPTION AGREEMENT ACLETED IN WRITTING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST AND CURRENT PAYABLE ON ALE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT PAYABLE ON ALE SUMS SECURED BY THE HOTE; (6) THE INTEREST RATE CAP OF THE NOTE SHALL BULLY HATE ALS ELECTRO PLUS FIVE PERCENT (US) OR THE INTEREST RATE CAP OF THE NOTE; BALL BOUSTED PLUS FIVE PERCENT (US) OR THE INTEREST RATE CAP OF THE HOTE.

7. FUTURE ADVANCES, upon request of Gorrower, Lender, at Lender's sole option price to the release of the Security Instrument may make furder advances ("Seture Advances,") in Bornerer, Such Future Advances, with uncerast thereon, shall be consist by the Security instrument when evidenced by promisery makes existent that sold notes are secured thereby, TOP TOP INCOME. ASSENT OF PRODUCT TOP INCOME. (1753)

E. INCORY TO PROPERTY. All of Bornower's causes of action, whether accoust before an accoust before an accoust before an account, instrument, for damage or anjury to the Property of say part thurself, or in connection with the transaction finance in whole or in part by the funds loand to Sorrower by Lender, or in consection with or affecting said Propurty or any part thereof, including causes of action orising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to a certal cause action of a material fact, are, at Lender's option, assigned to

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Lender shall request. from time to time may be necessary to effectuate the foregoing provisions and as any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as some paper and other instruments as some agrees to execute such further assignments. 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 may release any moneys so received by Lender or any part thereof, as Lender may elect. Lender may, at its option, as the security continue of the security continue of the security continue of the security of the security continue of the security Lender; and the proceeds thereof shall be paid to Lender, who, after deducting therefrom all of Lender's expenses, including reasonable attorney's fees, may

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9. STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollars (\$50.00) or such other maximum amount as from time to time is allowed by law for furnishing any statement of obligation, Lender's demand or any other statement regarding the condition of or balance owing under the Note or any other note or regarding the condition of or balance owing under the Note or any other note or obligation secured by the Security Instrument.

far 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 limitations. deemed to have been offset or to be offset or compensated by all or part of any deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against ender; and in respect to the indebtedness now or hereafter secured hereby, Corrower waives, to the fullest extent permitted by law, the benefits of any applicable law, regulation or procedure which substantially provides that, when reticable law, regulation or procedure which substantially provides that, when neither denand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert action is therefore denand was barred by one such person, the other person may assert in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that the two demands are compensated so in an answer the letense of payment in that an independent action that are they equal each other, notwithstanding that an independent action for the payment in that any independent action for the payment in the payment of payment in the payment of payment and payment in the payment of payment of payment in the payment of payment of payment in the payment of payment o No indebtedness secured by the Security Instrument shall be .T32770

secured by the Security Instrument, irrespective of the mat specified in the Note or in this River, immediately due and payable. date **V**dinutem II. MISREPRESENTATIONS OR NONDISCLOSURE. Borrower has made certain written representations and disclosures in order to induce Lender to make the evidenced by the Note; and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender shall have the right, at Lender's option and without prior notice, to declare the indebtedness right, at Lender's option and without prior notice, to declare the indebtedness secured by the Security Instrument, irrespective of the maturity date

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

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

HOWEMOOD' IF 60430 18755 CENTER AVENUE (1852) (Seal) ([882] (1885) CARLA COLLINS MCCAMPBELL ([P85)

UOTARY ATTACHED INDIVIDUAL

City, State, Zip Code

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tender shall request any such cause of action and may make any conscious or settlement thereof. Barrower agrees to execute such further assignments and schen instruments in from time to time may be necessary to affectuate the foregoing provisions and as appear in and prosecute in Landon's own name any action or proceeding to enforce by Lender or any part thereof, as Lender may elect. Lender may, at its optime, deficiency under the Security Instrument or may release any moneys so received Lender; and the proceeds thereof shall be paid to lender, who, after deducting therefrom all of Lender's expenses, including reasonable attorney's feet, may apply such proceeds to the sums secured by the facurity lastrument or to any ancidence and account to the security instrument or may relate any account so received

- obligation secured by the Security Instrument. regarding the condition of or talance owing under the hole or any other mode or furnishing any statement of obligation, Lender's demand or any other statement 9. STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollers (\$50.00) pr such other maximum amount as from time to the is allowed by law for
- action is thereafter commenced by one such person, the other person assert in an answer the defense of payment in that the two desands are compensived so far as they equal each other, notwithstanding to the independence action asserting a claim would at the time of filing an unsuer be tarved by the applicable statute of indications. hereby, Borrower waives, to the fullest extent permitted by law, the totality of any applicable law, regardion or procedure which substitution by aworders and, where cross-domands for money have misted between person, at the other in time when neither demand was berred by the applicable stands of the tities, and the action is thereafter commenced by one such person, the other youngest assert in the commenced by one such person, the other youngest assert in the commenced by the that the confidence of actions. claim, cause of action, counterclaim or cressclaim, whether haddated or unliquidated, which Berrawer have or hereafter ray have or may claim to have against Lender; and 'n respect to the indebtedness now or hereafter secured whether and 'n respect to the indebtedness now or hereafter secured decined to have been offset or to be offset or compensated by all or part of any OFFSET. No indebtedness secured by the Such tay instrument shall be
- secured by the Security Instrument, irrespective of the mat specified in the Note or in this Rider; immediately due and payable. 11. MISREPRESENTATIONS OR NONDISCLOSURE. Borrows. has made contain writton representations and disclosures in order to indice tender to make the loan evidenced by the Note; and in the event that formwer has made any material misrepresentation or failed to disclose any material rant, Lender shall have the right, at Lender's option and without prior police, to declare the indebtedness secured by the Security Instrument, irrespective of the material date
- 12. PARAGRAPH WEADINGS. Paragr ob headings are for the convenience of the parties only and are not to be used in interpreting or construing this Riser.

IN WITNESS WHEREOF, the undersional has executed this Rider on the

Mailing Address			COMPANY OF A PARTY AND PROPERTY AND A PARTY OF A PARTY	<u>C. F.</u>	. State. Zip Co	396
18755 CENTER AVENUE			HOMEWOOD,	11	60430	
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INDIVIDUAL NOTARY ATTACHED

FIND THE
(INDIVIDUAL) STATE OF ILLINOIS COUNTY OF
On Oclober 28, 1988, before me, the undersigned, a Notary Public in and for said State,
personally appeared CARIA Collins Mc CAmpbell, Divorced
and not since remarried.
personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s)
subscribed to the within instrument and acknowledged that
WITNESS my 'and and official seal. WY COMMISSION EXPIRES 1/30/90
Notary Public in and for said County and State
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State of Illinois
County of Cook
l, the undersigned, a Notary Public in and for said county and state, do hereby certify that Carla Collings McCampbell, Divorced and not since remarked.
personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument; have executed same and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposs and uses therein set forth.
litness my hand and official seal this 28th day of October, 1988.
ly commission expires:
"OFFICIAL SEAL" Rose De Boe
ROSE DEBOER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 1/30/90
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.

ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

Notary Public in and for said County and State

UNOFFICIAL COPY

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Notary Public in and for said County and State

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RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER. CO 80211

### OWMER-DCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

MURLO SAVINGS AND LOAD ASSICIATION
A FEDERAL SAVINGS AND LOAD ASSICIATION

LOAN NO. 59-06453

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even dare 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 loar 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 (12) 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 (whing 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 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

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

LOAM NO. 59-06453-5

DATE OCTOBER 28, 1988

FOR VALUE REFELIVED, the understand ("Borrower") agree(s) that the icllowing provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even date to which this Rider is attached as well as the note ("Note") which said Security instrument secures. To the extent the provisions of this didor 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.

### Owner-Occupancy

As an induced at tender to make the lash, secured by the Security Instrument. Someover not represented to Lender that the secured property will be occupied, within 15% of (32) days following recondition of the Security Instrument and the 15% of the twelve (12) month pariod immediately following recordation of the facurity listrament, as the primary residence of the person recordation of the facurity instrument, as the primary residence of the person recordation of the faculty instrument, as the primary residence of the person or persons holders little to the secured property or owning the property ("Owner").

Corrower ... knowledges that Lender woold not have agreed to make the A) the second property was to be owner-occupied and that the interest faith on the face of the Note and other terms of the load were debermant as a case of becrower's representation that the secured property would be exercised at becrower further acknowledges that, among uther trings, purchasers of loans (uncluding agencies, associations and corporations is the feathel that thath adversments for the purchase of luses; concelly require the properties socuring loans be owner-occupied; Lender's solition to self or toom two rin it often does in the ordinary course of business) will be negliged by more tasks involved and the costs of holding and emissioning a toom per often higher in the case of a loan where the secured planety is not accorded to the primary restance of the Owner(s); and, if and when tends ander a loan so non-owner-occupied property, tender typically makes such a lean on terms different from those of loans secured by dwner-occupied passerties.

Accordingly, is the event the secured property is not occupied, within the time period set forth above, as the primary residence of the Owner(s), the Eden of the Rote may, at its option, (a) decises all sums secured by the Security instrument to be immediately due and payable, or (b) effective upon written notice to the Owner(s) within twelve (12) months after recordation of the Security Instrument INCREASE THE INITIAL INTEREST RATE THEN APPLICABLE PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT, ON ANY SUMS OWING UNDER THE NOTE, TO AN INTEREST RATE WHICH IS THREE AND 000/1000 PERCENT(3.000) GREATER THAN THE AFORESAID THEN APPLICABLE INTEREST RATE, FOR THE REMAINING TERM OF THE NOTE, AND THEREAFTER MODIFY THE MONTHLY INSTRUMENT 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 PERMIT AMORTIZATION OF THE LOAN AT SUCH NEW RATES BY THE END OF THE ORIGINAL TERM.

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.

### 2. Misrepresentation or Nondisclosure

Borrower has made certain written representations and disclosures in
order to induce Lender to make the loan evidenced by the Note or notes which the
Security instrument secures, and in the event that Borrower has made any
material misrepresentation or failed to disclose any material fact, Lender, at
its option and without prior notice, shall have the right to declare the
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18755 CENTER AVENUE		HOMEWOOD, IL 604	130

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL

Mailing Address

NOTARY ATTACHED.

City, State, Zip Code

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

3. Misreprosentation or Nouthedissare

Borrower has made certain written representations, and disclosures in
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18755 CENTER AVENUE

HOMEWOOD, IL 60430

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(PLEASE SICK YOUR NAME EXACTLY AS IT APPEARS ABOVE)

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NOTASY ATTACHED.

ACKNOWLE DOE ME (INDIVIDUAL) STATE OF ILLINOIS COUNTY OF. before me, the undersigned, a Notary Public in and for said State, Mc Campbell personally appeared personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that. "OFFICIAL SEAL" executed the same. ROSE DEBOER MOTARY PUBLIC, STAYE OF ILLINOIS WITNESS my head and official seal. MY COMMISSION EXPINES 1/30/90 Notary Public in and for said County and State State of Illinois Cook County of I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Carla Collings McCampbell, Divorced and not since remarried. personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same and acknowledged said instrument to be her free and voluntary act and deed and that sha executed said instrument for the purposts and uses therein set forth. 28th Octobec Witness my hand and official seal this day of 1988. "OFFICIAL SEAL My commission expir ROSE DEBOER NOTARY PUBLIC, STATE OF ILLINOIS tay commission expires 1/30/90 Notary personally appeared 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.

Notary Public in and for said County and State

WITNESS my hand and official seal.

UNOFFICIAL COPY

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Notary Public in and for said County and State

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UNOFFICIAL COPY

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

RIDER TO SECURITY INSTRUMENT

BORROWER'S WARRANTY OF FINANCING TERMS

"QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 59-06453-5

DATE: OCTOBER 28, 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 or 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 ican secured by the Security Instrument (Loan) Borrower has represented the following to Lender: (a) that Borrower currently has no other outstanding "Quick Qualifying" 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 down payment was paid with Borrower's own funds; (4) that the payment of the down rayment 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 acknowledges that Borrower has made the foregoing representations and disclosures to Lender in order to induce Lender to make the Loan evidenced by the Note or notes which the Security Instrument secures, and that Lender would not have made said Loan in the absence of said representations and disclosures. Accordingly, it shall be reasonably presumed that any secondary financing obtained or escrow opened on the Property within six (6) months of the date first appearing above shall be for the purpose of acquiring or obtaining further financing on said Property and shall therefore be deemed a breach of Borrower's warranty to Lender, and further shall be deemed a material misrepresentation and a failure to disclose 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),

FEDERAL SAVINGS AND LOAM ASSOCIATION

RECORDING REQUESTED BY, ARD WHEN RECORDED, MAIL TO:

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

RIDED TO SECURITY ENSTRUMENT

EGREGARIUS WARRANTY OF FINANCING TERMS

- P "QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 59-06453-5

DATE: OCTOBER 28, 1986

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UNOFFICIA	59-06453-5 Security Instrument, on any sums owing
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aforesaid then applicable Current Inte	rest Rate, for the remaining term of the ity installments pursuant to the terms of
the Note and Security Instrument to per rates by the end of the original term t	rmit amortization of the Loan at such new
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The rights of Lender hereunder sha Lender under the Note and Security Inst	all be in addition to any other rights of rument or allowed by law.
	ause of this Rider to Security Instrument of competent jurisdiction to be void,
invalid or unenforceable, such decisi	on shall affect only those provisions, nterpreted and shall not affect any other
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18755 CENTER AVENUE	HOMEWOOD, IL 60430
Mailing Address	City, State, 277 Cyde

PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE

INDIVIDUAL

NOTARY ATTACHED.

ARLA COLLINS MCCAMPBELL (Seal)
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

Notary Public in and for said County and State

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