88111930

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on "March 7, who sand the base of the 88 The mortgagor is ALBERT H. VORAS and CYNTHIA CARRASCO VORAS, his wife

("Borrower"). This courity Instrument is given to AMERICAN AIRLINES EMPLOYEES FEDERAL CREDIT UNION, its successors and/or assigns which is organized and ex sting under the texts as Federal charter

4200 American Boylevard, Fort Worth, Texas

Borrower owes Lender the principal sum of EIGHTY-FOUR THOUSAND AND 00/100-----

-- Dolla's (U.S. \$ 84,000.00----). This debt is evidenced by Borrower's note dated the same date as this Security Instrumen ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 30, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other survey in interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of lloric wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby no ugage, grant and convey to Lender the following described property

LOT 15 IN OLD PLUM GROVE WOOD LOT ICMESITES IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 02-34-203-003 VOL 1501

which has the address of

1749 BROOKVIEW

60067 [Zip Code]

("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

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.

UNOFFICIAL CO Wheaton, Illinois 60187 201 Naperville Road FRED R. MCMORRIS THIS INSTRUMENT PREPARED BY: Particial J. Loye Hilmors. Partician State of Hilmors. Partician P Motor Public "OFFICIAL SEAL" My Commission expires: / / O - S Conmission expires: / LOVE LOVE 88 61. March lo ysb Given under my hand and official seal, this 74h set forth. signed and delivered the said instrument as their subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that & he y personally known to me to be the same person(s) whose nume(s) are do hereby certify that Albert H. Voras and Cynthia Carrasco Vores, his wife tikan meneralah perantah dan sebesah peneralah beranjan beranjan beranjah perantah perantah beranjah beranjah a Notary Public in (no for said county and state, the undersigned County ss: STATE OF ILLINOIS, COOK [Space Below This Line For Ackn whed ment] neworio8-(Seal) -Borrower (Seal) CYNTHIA CARRASCO VORAS Judia Conson- Your ALBERT H. VORAS (Seal) BY SIGNING BELOW, Barrawer accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. partition is a firmer than the representation to the contribution of the contribution Graduated 'nyn ent Rider Planned Unit Development, Rider 🔀 🕏 4 Family Rider Condominium Rider TebiA eiglistable Rate Rider "Instrument. [C reck applicable box(es)] Supplement of the B of the Security Instrument at the Security Security Instrument at the Security Security in the Security Security and Security S this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower Borrower shall pay any recordation costs receiver a bonds and reasonable attorneys fees, and then to this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not ilmited to receiver's fees, premiums on appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by Judicially 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 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding, before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by to no barus fon si any other defense of Borrower in acceleration and foreclosure. If the default for or any other defense of acceleration and foreclosure of a default or any other defense of a contract of the defense of a contract of the defense ntor morrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nondefault; (c) a date, not less than 30 days from the date the inotice is given to Borrower, by which the default in acceleration of the the date specified in the notice may result in acceleration of the land (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

29. Acceleration; Remedies Lender shall give notice of porrower 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 breach of any covenant or agreement in this Security Instrument (but not only a propile any provides otherwise). The inotice shall specify: (a) the default; (b) the action required to cure the

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

UNOFFICIAL COF UNIFORM COVENANTS. Borrower and Lender covenani and agree as follows:

1. Payment of Principal and Interest; Prepayment 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 I im is held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

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

3. Application of Fayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I 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. Borrows, shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority or this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ow d p lyment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any near which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation seed ed by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of in lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority ive this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days 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 "extender, 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 and for! 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 shall give prompt notice to the insurance

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

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 insu ance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any vac so 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 proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin 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 Lender 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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Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance ferminates in accordance with Borrower's and Lender's written agreement or applicable law:

9. Condemnation, The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection:

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

aln the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower, In the event of a partial taking of the Property,

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

10. Borrov er Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or posipone the dut dut of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless 1 and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

by the original Borrower or Bo, royer's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify in ortization 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 Borrower at all 1 of operate to release the liability of the original Borrower or Borrower's successors in interest. modification of an trization of the sums secured by this Security Instrument granted by Lender to any successor in

modify, forbear or make any accommodations with egard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument, at a (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property u. 2-r. the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the More: (a is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and careements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind an 15 ment the successors and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or preclude "ine exercise of any right or remedy.

It. Successors and Assigns Sound; Joint and Several Liability; Co-signers. The coverants and agreements of

partial prepayment without any prepayment charge under the Note. under the Mote or by making a direct payment to Borrower. If a refired reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may alloose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and ()) ary sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, there (2) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that the in rest or other loan charges collected or to be collected in If the loan secured by this S curity Instrument is subject to a law which sets maximum loan 12. Loan Charges.

may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedica permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of **13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Mote or this Security Instrument unenforcas la according to its terms, Lender, at its option,

provided for in this Security Instrument shall be deemed to have been given to Borrower or Land it when given as provided first class mail to Lender's address stated herein or any other address Lender designates b, nr. ice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any rot ce to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrume, a shall be given by delivering it or by first class mail unless applicable law requires use of another method. The notice shall be directed to the id, Notices, Paragraph 17

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

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that Borrower's consent.

federal law as of the date of this Security Instrument. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 16. Borrower's Copy. Borrower shall be given one conformed copy of the Mote and openie pecunity maniments. Transfer of the Property or an Beneficial Interest in Borrower, will all or any part of the Property or any I analyzed.

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

occurred. However, this right to reins Table 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 sucured by this Security Instrument shall continue unchanged. Upon reinstatement by Security Instrument, including, but not limited to, reasonable actorneys' 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this an loring and in the security training the continued at any time priority and its partier to the cartier of the 18. Borrower's Right to Reinstate, Al Borrower meets certain conditions, Borrower shall have the right to have

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and	is incorporated into	and shall be deemed	to amend and	supplement the	Mortgage, Deed	of Trust or Sect	urity Deed
(the	"Security Instrumer	ni") of the same date IES ENPLOYEES	given by the t	undersigned (the	"Borrower") to	secure Borrower	's Note to
AME	BIÇAN AIRLIN	ies employees	.FEDERAL.,	CREDIT. UN	ION, its si	1ccessome	"Lender")
anq	he same Gale And co	overing the property of	lescribed in the	e Security Instru	iment and located	at:	
		7					
1.7.	49.BROOKVIEW	PALATINEI	LLINOIS6	0.06.7			

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S "GHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits mady in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Porrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender of Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreen ent in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the tenth of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for auditional security only.

If Lender gives notice of breach to Borrower: (i) all repts received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums scared by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) ruch tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the property shall pay all rents due and unpaid to the prope

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed received may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any time right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4 Family Rider.

ALBERT H. YORAS (Scal)

ALBERT H. GRAS (Scal)

(Scal)

CARRASCO VORAS

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AMERICAN AIRLINES EMPLOYEES FEDERAL CREDIT UNION FIRST MORTGAGE LOAN ADJUSTABLE RATE RIDER

Albert H. Voras Cynthia Carrasco Voras 285000100

BORROWER CO-BORROWER EMPLOYEE NUMBER

THE ADJUSTMBLE RATE RIDER is made this 7th day of March, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Jeed (the "Security Instument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to AMERICAN AIRLINES EMPLOYEES FRURAL CREDIT UNION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1749 Brookview, Palatico, IL 60067
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IP THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER

1. CHANGES IN SECURITY INSTRUMENT MADE BY THIS RIDER

This Rider makes certain changes and additions to the terms of the Security Instrument. Whenever the terms contained in the Security Instrument differ from the terms of this Rider, the provisions of this Rider shall control.

2. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 84,000.00 (this amount is called "Principal") plus interest, to the order of the Lender. I understand that the Lender may transfer this Security Instrument.

3. INTEREST

Interest will be charged on that part of Principal which has not been paid, beginning on the date I receive Principal and continuing until the full amount of Irincipal has been paid.

Beginning on the date I receive Principal, I will pay interest at a farly rate of 8.0 %. The interest rate I will pay will change in accordance with Section 5 of this Rider. The interest rate required by this Section and Section 5 of this Rider, is the rate I will pay both before and after any default described in Section 7(B) of this Rider.

4. PAYMENTS

(A) TIME AND PLACE OF PAYMENTS

I will make my payments each payroll period while employed with AMR Corporation, its subsidiaries or affiliated companies beginning as soon as possible but no later than six (6) weeks from this date. I will make these payments until I have paid all of the Principal and interest and any other charges described below that I may owe under this Rider. My payments will be applied to interest before Principal. If, at loan maturity, I still owe amounts under this Rider, I will pay those amounts in full on that date, which is called maturity date. I will make my payments by direct payroll deduction or at a different place and on the first of each month if required by the Lender.

(B) AMOUNT OF PAYMENTS

My initial payments will be in the amount of U.S. \$ 614.14 per pay period. This amount will change if the interest rate that I must pay changes. The Lender will determine my new interest rate and the changed amount of my payment in accordance with Section 5 of this Rider.

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(C) BORROWER'S RIGHTS AND OBLIGATIONS

The terms and conditions in the Security Agreement and this Rider remain in force if the borrower leaves the employ of AMR Corporation, its subsidiaries or affiliated companies.

5. INTEREST RATE AND PAYMENT CHANGES

(A) CHANGE DATES

My interest rate may be adjusted, based on the INDEX, once each year. which the adjustment is effective is called the Change Date. The initital Change Date will be 12 months after my loan is closed, on the anniversary of the loan closing. Thereafter, my interest rate may be changed on the same date every 12 months for the entire term of the loan. Interest rate changes will take effect on the Change Date. Any interest rate change will result in an increase or decrease in my payment amount due on the next payroll period following the Change Data.

(B) THE INDEX

- 1) The Capped One-Year ARM is an adjustable rate loan. The index used is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year. The interest rate will change each year based on the change in the interest rate index.
- 2) My new interest rate on each Change Date will equal the Current INDEX plus the Margin. The Margin is the number 2.75 that is added to the Current INDEX to determine my interest rate and is established at the time of application. The Margin is a constant number that will never change over the life of the ARM.

(C) CALCULATION OF INTEREST RATE CHANGES

The interest rate will be adjusted on each Charge Date to that rate which is 2.75 percentage points higher than the value of the current INDEX.

(D) MANDATORY CHANGE IN INTEREST RATE

Any change in interest rate shall be mandatory. However, the Lender, at its option, may waive or defer any interest rate increase. Such waiver shall be effective only if made in writing by the Lender or its authorized agent.

(E) LIMITATION ON CHANGES

- 1) Any interest rate change will be limited to 2.0 percentage voiats on any Change Date.
- 2) The maximum interest rate on my loan will never be greater than 5.0 percentage points above the initital rate unless the initial rate is below 10%. If the initial rate is below 10%, the maximum rate may be adjusted not to exceed 15%. The minimum interest rate on my loan will never be less than 4.0 percentage points below the initial rate.

 3) Changes will be rounded up to the nearest 1/8 of 1 percentage point (0.125%).

(F) NOTICE OF CHANGES

The Lender will send me notice of any change in my interest rate and payment amount ("Notice of Changes") approximately 30 days before each Change Date. The notice will tell me how the INDEX has changed and how my interest rate and payment amount will be affected. A notice may be sent when my interest rate or payment amount remain the same. All interest rate changes will be based on the INDEX made available at the time the notice is sent, rather than on the Change Date with an effective date as indicated in Section 5(A).

BORROWER'S RIGHT TO REPAY

I have the right to make payments of Principal at any time before they are due. I may make a full prepayment or a partial prepayment without paying any penalty. The Lender will use all of my prepayments to first reduce any accrued interest then an amount of Principal that I owe under this Rider. If I make a partial prepayment, there will be no delays in the due dates of my payments. A partial prepayemnt may reduce the payment amount, but only after the first Change Date following the partial payment.

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) LATE CHARGE

If the Lender receives any monthly payment required by the Note and Security Instrument more than fifteen (15) days after the due date, the Lender may impose a late charge. This late charge will be five percent (5%) of the late monthly payment.

(B) DEFAULT

Default procedures referenced in the Security Instrument are superceded by the following:

If I fail to keep any promise or agreement made in this Security Instrument including the promises to pay when due the amounts that I owe to Lender, Lender may, without notice, require that I immediately pay the entire amount remaining unpaid under the Note and this Security Instrument. This requirement will be called "Immediate Payment in Full".

(C) NOTICE OF DEFAULT

If I am in default, the Leader may send me a written notice telling me that if I do not pay the overdue amount by a cartain date, the Lender may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe. That date must be at least 30 days after the date on which the notice is mailed or delivered to

(D) NO WAIVER BY THE LENDER

Even if, at a time which I am in default, the Lender does not require me to pay immediately in full as described above, the Lender will still have the right to do so if I am in default at a later time.

(E) PAYMENT OF LENDER'S COSTS AND EXPENSES

If the Lender has required me to pay immediately in full as described above, the Lender will have the right to be paid back by me for all costs and expenses in enforcing this Rider to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

(F) PAYMENTS BY THE LENDER

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If I do not pay all taxes, assessments, sewer rents or water rates, insurance premiums, costs to protect the value of the Property, maintenance or any other payments I am required to make, the Lender may pay those charges, without prior notice to me. If the Lender does pay them, I will repay the Lender promptly at its request, with interest at the rate provided in the Note.

8. GIVING OF NOTICES

The Lender is not required to give me any notice prior to taking any action necessary to protect the Property or the Lender's rights in the Property or making an inspection of the Property.

Any notice that must be given to the Lender under this Rider will be given by mailing it by Certified Mail to the Lender at P.O. Box 619001, MD2E14, DFW Airport, TX 75261-9001, or at a different address if I am given a notice of that different address.

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9. OBLIGATIONS OF PERSONS UNDER THIS RIDER

If more than one person signs this Rider, each person is fully and personally obligated to keep all of the promises made in this Rider, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Rider is also obligated as indicated above. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Rider, is also obligated to keep all of the promises made in this Rider. The Lender may enforce its rights under this Rider against each person individually or against all of us together. This means that any one of us may be regulated to pay all of the amounts owed under this Rider.

10. PAYMENT FOR TAXES AND INSURANCE

All references made in the Security Instrument to taxes, assessments and ground rents shall be deemed to include sewer rent and water charges. All references to hazard insurance shall be deemed to include flood insurance.

11. FLOOD INSURANCE

If the Lender requires it, I will obtain flood insurance in the amount of the Principal balance I owe or the miximum amount which is obtainable under the National Flood Insurance Program, whichever is less.

12. VIOLATIONS AFFECTING PROPERTY

If my use, occupation or maintenance of the Property violates any law or rule of any governmental body, then I agree to correct such violation within ninety (90) days after I am notified.

13. FORECLOSURE

If Lender requires "Immediate Payment in Full", Lender may bring any lawsuit to take away all my remaining rights in the Property and to have the Property sold. At this sale, Lender or another person may acquire the Property. This is known as "foreclosure and sale". If a lawsuit is commenced to foreclose this Security Instrument and there is a sale at foreclosure, I agree that the Property may be sold in one parcel. The Lender may ask an attorney to foreclose the Security Instrument, or to enforce any of the promises I have not kept. If the Lender does so, it may add all reasonable legal sees costs, allowances and disbursements to the amount I owe it, together with interest, at the rate specified in the Note.

14. DISCONTINUANCE OF FORECLOSRE

References to remedies to acceleration are hereby deleted.

15. CHANGING THIS RIDER

This Rider may be changed only if the Lender and I both give our written consent.

16. LENDER'S RIGHT TO INSURANCE PROCEEDS

References in the Security Instrument to hazard insurance proceeds is amended in the following respect:

Upon receipt of insurance proceeds, the Lender, at its sole option, may use said proceeds to reduce the amount I owe under the Note and Security Instrument or release the proceeds to me for use in the repair of the damaged Property.

17. DISCHARGE OF SECURITY INSTRUMENT

References in the Security Instrument to release of the Security Instrument are hereby deleted.

Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

I agree to pay Lender's reasonable attorneys' fees to the extent allowed by law for the preparation of the certificate discharging this Security Instrument and I will pay all costs of recording the discharge in the proper official records.

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18. BORROWER'S WAIVERS

I waive my rights to require the Lender to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) to obtain an official certification of nonpayment (known as a "protest"). Anyone else (i) agrees to keep the promises made in this Note, or (ii) who agrees to make payments to the Lender if I fail to keep my promises under this Note, or (iii) who signs this Note to transfer it to someone else (known as "guarantors, sureties, endorsers"), also waives these rights.

19. LIEN AND (E1 OFF

Both Spouse/Co-Borrower and I each give the Credit Union a lien and right of setoff for all Borrower's and Spouse/Co-Borrower liabilities arising hereunder upon and against Borrower's and Spouse Co-Borrower deposits, credits and property now or hereafter in the possession or control of Credit Union or in transit to it. Credit Union may, at any time, without notice and without first resorting to any collateral which may secure this note, apply all or any part of said deposits, credits and property to Borrower's or Spouse/Co-Borrower liabilities.

20. OTHER CHARGES

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I agree to pay the Lender a reasonable charge for its work in changing its records caused by any change of ownership of the Property, for any letter I may require from the Lender showing the amount due on the Note and Security Instrument, or for its inspection of the Property in connection with payment of fire insurance money or for any other document which I may request from the Lender concerning the Note and Security Instrument for the Property.

Nothwithstanding a sale or transfer, Forrower will continue to be obligated under the Rider and Security Instrument unless Lender cas released Borrower in writing.

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