88147269

DEPT-01 \$29.6 TH4444 TRAN 1657 04/08/88 14:17:00 #1534 # D ×-88-1.47269 COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 30, 88 The mortgagor is THOMAS R. CARLSON, single

("Borrower"). This security Instrument is given to AMERICAN AIRLINES EMPLOYEES FEDERAL CREDIT UNICA, its successors and/or assigns which is organized an existing under the lawsof a Federal charter , and whose address is

4200 American Povlevard, Fort Worth, Texas ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND AND 00/100

--- Donnes (U.S. \$ 188,000.00----). This debt is evidenced by Borrower's note dated the same date as this Security Instru aen ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March. 31, 2008

This Security Instrument secures to Lender: (a) the repayment of the (eb) evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of here wer's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby nic rigage, grant and convey to Lender the following described property

COOK located in LOT 54 IN NORTH MEADOWS, BEING A SUPDIVISION OF PART OF SECTIONS 8 AND 17, TOWNSHIP 42 NORTH, RANGE 10 PAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 02-08-404-902, VOLUME 188 C-CO

which has the address of

854 NORTH BRAEBURN ROAD

Illinois

60067

("Property Address"); (Zip Code)

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.

Form 3014 12/83

Соилу ва: 1, the undersigned 2, a Notary Public is and for said county and state, do hereby certify that THOMAS R. CARLSON, single person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he instrument as his that the said instrument as his that		Ul	
I, the understand, a Motsry Public is and for said county are to hereby certify that THOMAS R. CARLSON, stringle in the foregoing instrument, appeared before me this day in person, and acknowledged that the foregoing instrument as his tree and voluntary act, for the uses and purposes therein et forth. Given under my hand and official seal, this 30th day of Match , 1988 Wy Commission expires:	SOT N		
County ses Li the underaigned Johereby certify that THOMAS R. CARLSON, aingle same person(s) whose name(s) is not to be, the same person(s) whose name(s) is net to the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument as his torth. Civen under my hand and official seal, this 30th day of March 1988		- Church	
County ses Li the underaigned Johereby certify that THOMAS R. CARLSON, aingle same person(s) whose name(s) is not to be, the same person(s) whose name(s) is net to the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument as his torth. Civen under my hand and official seal, this 30th day of March 1988	My Commiss	GORDI	
STATE OF ILLINOIS, Lite undersigned a. Motary Public it and for said county and state, do hereby certify that THOMAS R. CARLSON, single person(s) whose name(s) is personally known to me to be, the same person(s) whose name(s) is ubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in igned and delivered the said instrument as his had woluntary act, for the uses and purposes therein et forth.		ν 92,61 ' 1888	:
County as: (County as: (County as: (County as: (County as: (County and state, (C	set forth.		
STATE OF ILLINOIS, County set I, the undersigned , a Motary Public it and for said county and state, do hereby certify that THOMAS R. CARLSON, single personally known to me to be the same person(s) whose name(s) is personally known to me to be the same person(s) whose name(s)	b bns bəngis	for the uses and purposes therein	U
STATE OF ILLINOIS, COOK I, the undersigned , a Motary Public it and for said county and state, and hereby certify that THOMAS R. CARLSON, single	subscribed to	id acknowledged that he	
STATE OF ILLINOIS, COOK County ser To the undersigned, a Motary Public it and for said county and state,	<i>F</i>	i(s) whose name(s)	
STATE OF ILLINOIS, COOK	go pereby c	00-	
O ₂ 4003	1	in and for said county and state,	' ə
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(les2) 25 XOB			
THOMAS R. CARLSON —BOTTONE	·	CARLSON —Borrower	,
		100	
BY SIGNING BELOW, Ao rower 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.	S y@ Elnstrumenta	enants contained in this Security	Á
(f) ilioaqe] (s) rahftO 🔲	но □		
Cracinates Parment Rider Planned Unit Development Rider	me □		• .
Instrument. [Chark applicable box(es)] Adjustable Rate Rider Condominium Rider		I X4 Family Rider	
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security supplement to covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security	Vinuse Seint. Unemelqque	bus bnəms lishs bas olni bəisroqre	p
Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	W.22. W	- 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	·
receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security	od'a¹1əviəəə1 A∵IS	urity Instrument	
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 recliding (but not limited to, receiver's fees, premiums on	the Property	all be applied first to payment of the	÷
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 judiciales. Lender (in person, by agent or by judicially	buot to the	in person, by agent or by judicially	K
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? Sees and costs of title evidence.	tinuses eint liana rebne.I timit ton tud	Instrument by judicial proceeding, ded in this paragraph 19, including,	٠ <u>۶</u>
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	to sonstaixs	re, If the default is not cured on or	10
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	and (d) that secured by t		16
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 is and it is unless applicable law provides otherwise). The notice abalt apecify; (a) the default; (b) the action required to cure the default inust be cured;	ilgga sasinu	y result in acceleration of the sums e Property. The notice shall further	SI

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

UNOFFICIAL COP.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Changes. 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 four ds 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 payment 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 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 agrant the sums secured by this Security Instrument.

3. Application of Payments. 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 or der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority was 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 oved a syment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrover makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any u.n. which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation see red by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of it e lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any rart of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien o this 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 or lake 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 "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower surject to Lender's approval which shall not be

unreasonably withheld.

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

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

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 excise 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 proceed 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.

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,

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction; (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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,

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is paid to Borrower.

Unless Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums equited 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

modification of any of the sums secured by this Security Instrument granted by Lender to any successor in Extension of the time for payment or 10, Borrower Not Released; Forbearance By Lender Not a Waiver, postpone the care of the monthly payments referred to in paragraphis, I and 2 or change the amount of such payments.

by the original Borrower or borr)wer's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modiff 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to extend, the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations 'At' regard to the terms of this Security Instrument or the Note without Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security 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 precion sche exercise of any right or remedy. The covenants and agreements of

charges, and that law is finally interpreted so that it carierest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (a) any such loan charge shall be reduced by the amount If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

If enactment of expiration of applicable laws has the effect of necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If a 2 fund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote

Varagraph 17. may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall jet 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 More or this Security Instrument unenformers be according to its terms, Lender, at its option,

in this paragraph, mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address borrower designates by notice to Lender. Any notice to Lender'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's address stated herein or any other address Lender designate. Any notice to Borrower provided for in this Security Institut entishall be given by delivering it or by 14. Notices.

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

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. . If all or any part of the Property or any Borrower shall be given one conformed copy of the Note and of this Security Instrument. 16. Borrower's Copy. Note are declared to be severable.

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

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

occurred. However, this right to reins .71 no £1 sdqsng 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 occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien Security Instrument, Lender's rights in the Property and Borrower's chips in the Borrower's c (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 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

UNOF-FEMILARIDER 9 Assignment of Rents

T	HIS 1-4 FAMIL	Y RIDER is made	this 30th da	y of	Mar	ici			<i></i>	19	8,8,
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(the "S	Security Instrum CAN AIRLI	ent") of the same NES EMPLOYE covering the prope	date given by ES, FEDER	the u	ndersigned CREDIT	(the	Borrower. ION, it	r") to se .s .s u.c	cure Borr Cesso	ower's ₹NSe ''L	Note to ender")
andho	Same Signe Shift	covering the prope	rty described	in the	Security In	nstru	ment and i	ocated a	if:		
054											

854 NORTH BRAEBURN ROAD, INVERNESS, ILLINOIS 60067
[Property Address]

- 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. SUBORTINATE 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 AGHT 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 made it, 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. Borrow: unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lend t or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender's not Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument. Borrower shall collect and receive all rents and revenues of the Property as trustee for the boroß of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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

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 main ain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any cher light or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Sejurity Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any not or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke an of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

All Control of the American the state of employed place in any transfer of the con-CARLE ALMERICAN COLORS Section of the second section of the S Market and the self-lead of the self-lea where the transfer $\Phi (\mathbf{a}, \mathbf{r}) = \Phi (\mathbf{a}, \mathbf{r}) + \Phi$ Control Control the second of the second property of the analysis and the second second property of the second age a faculty on the court election is a done going fainth ability on the courand greater the entropy of the control of the first substitute from the first terms of Spirity of the control of the second of the second of the second of the second of

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EMPLOYEE NUMBER

AMERICAN AIRLINES EMPLOYEES FEDERAL CREDIT UNION

FIRST MORTGAGE LOAN ADJUSTABLE RATE RIDER

(g)	Thomas R. Carlson		
	BORROWER	CO-BORROWER	
2,	^	•	

THE ADJULIANCE RATE RIDER is made this March 30 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (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 PLORAL CREDIT UNION (the "Lender") of the same date and covering the property described in to Security Instrument and located at:

854 N. Braeburn Rd., Inverness, IL 60067 (Property Address)

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

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 socurity Instrument differ from the terms of this Rider, the provisions of this Rider shall cortrol.

BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 188,000.00 (this amount is called "Principal") plus interest, to the order of the Lender. I understand that the Lender may transfer this Security Institutet.

3. INTEREST

Interest will be charged on that property on the date I receive Principal and continuing until the paid.

Beginning on the date I receive Principal, I will pay interest at a pearly 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.

T will pay both before and after any default described in Section 7(B) of this Rider.

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. \$ 1,568.92 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. The date on which the adjustment is effective is called the Change Date. The initial 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 Date.

(B) THE INDEX

- 1) The Capped One-Year APM 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 Change 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 prints on any Change Date.
- 2) The maximum interest rate on my loan will never be greater than 5.0 percentage points above the initial rate unless the initial rate is below 10%. If the unitial 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).

6. BORROWER'S RIGHT TO REPAY

I have the right to make payments of Principal at any time before they are du2. 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 PAILURE 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 then 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. Into requirement will be called "Immediate Payment in Full".

(C) NOTICE OF DEFAULT

If I am in default, the Lander may send me a written notice telling me that if I do not pay the overdue amount by a certain 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 me.

(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 coots 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

If I do not pay all taxes, assessments, sewer rents or water rates, insurance premiums, costs to protect the value of the Property, maintenance of 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 required to pay all of the amounts owed under this Rider.

10. PAYMENT FOI DAKES AND INSURANCE

All references tade 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 ic, I will obtain flood insurance in the amount of the Principal balance I owe or the maximum amount which is obtainable under the National Flood Insurance Program, whichever is large.

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 read 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 SET FF

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 Gredit 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 wald deposits, credits and property to Borrower's or Spouse/Co-Borrower liabilities.

20. OTHER CHARGES

I agree to pay the Lender - 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 02s released Borrower in writing.

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