RECORDING REQUESTED BY:
WORLD SAVINGS AND LOAN ASSOCIATION

WHEN RECORDED MAIL TO:
WORLD SAVINGS AND LOAN ASSOCIATION,
A FEDERAL SAVINGS AND LOAN ASSOCIATION
② 286304
2420 West 26th Avenue
Denver, Colorado 80211

88306854

#3698 # D *-38-306854 COOK COUNTY RECORDER

	
LOAN_N(- 59-01862-2
MORTGAGE	
THIS IS A FIRST MORTGAGE	

THIS MORTG/.GJ. ("Security Instrument") is given on JUNE 30, 1988

The mortgagor is WILLIAM J. SULLIVAN, A BACHELOR AND LINDA M. GRAVIL, A SPINSTER

-88-306854

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidence 1 by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to I ender the following described property located in COOK.

SEE EXHIBIT "A" ATTACHED, INCORPORATED HEREIN BY REFERENCE

REAL ESTATE INDEX NUMBER: 03-15-200-015-1009

which has the address commonly known as:

1203 PLEASANT RUN #109 WHEELING, IL 60090

("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

2925

Form 3014 12/83

OK

REL-894A (9/87)

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AND LINDA M. GRAVEL, A SPINSTER

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EXHIBIT "A"

WORLD SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association

LOAN	ΝΟ.	59-01862-2		
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Parcel 1:

Unit No. 109 as delineated on survey of part of Lot 1 in Pleasant Run Subdivision, being a Subdivision of part of the North East quarter and the South East quarter of Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, (hereinafter referred to as "Parcel"), which survey is attached as Exhibit "A" Declaration of Condominium made by Glenview State Bank, an Illinois Banking-Association, as Trustee under Trust Agreement dated February 14, 1972 and known as Trust No. 815, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22193723 as amended from time to Time; together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey).

and

Parcel 2:

Easement for the benefit of Parcel 1 as set forth in the Declaration of Fasement made by the Glenview State Bank as Trustee under Trust No. %!5 dated January 18, 1973 and recorded January 19, 1973 as Document 22193722 and as created by the deed from Glenview State Bank as Trustee under Trust Agreement dated February 14, 1972 and known as Trust No. 815 to Margaret G. Gordon and Dorothy E. Zywicki dated February 20, 1973 and recorded July 5, 1973 as Document 22387310 for ingress and egress, in Cook County, Illinois.

8306854

Uniform Coven NTs. Surrow rand concer cover arting tagger as follow:

1. Payment of Principal and interest; Prepayment and Like Charges. Bornower analogromptly 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. 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 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 against the sums secured by this Security Instrument.

3. Application of (a) ments. 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. Bor over shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in homeomer 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 in these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any sie; which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation's cured 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 an '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 over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or true one or more of the actions set forth above within 10 days of the giving of notice.

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 or verage" 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 subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender at dishall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires Approver shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower that 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 excess 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 dry period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small of 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. The Party Salvano

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.

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 occurry Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by obligation to pay the sums secured by this Security Instrument shall continue unchanged. 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a), 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or demand on Borrower shall have the right to have 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 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred for it and borrower is not a natural

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this see hity Instrument.

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Sec. without the Note conflicts with applicable law, such conflict shall not affect other provisions of this Securi & a strument or the Mote jurisdiction in which the Property is located. In the event that any provision or clause of this selurity Instrument or the

15. Coverning Lavy Severability. This Security Instrument shall be governed by is law and the law of the

.dqsragsraq zidt ni provided for in this Security Instrument shall be deemed to have been given to Borrowe, of Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designate, by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given by

14. Notices. Any notice to Borrower provided for in this Security ansir ment shall be given by delivering it or by first class mail unless applicable law requires use of another mailing it by first class mail unless applicable law requires use of another mailing it by first class mail unless applicable law requires use of another mail or first class mail unless applicable law requires use of another mail or first class mai . 71 dqsragsraq

permitted by paragraph 19. If Lender exercises this option, Lender shall take 'he steps specified in the second paragraph of require immediate payment in full of all sums secured by this feet rity Instrument and may invoke any remedies rendering any provision of the Note or this Security Instrument uneafer seconding to its ferms, Lender, at its option,

under the Note or by making a direct payment to Borrowe. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enacting to expiration of applicable laws has the effect of rendering a requirement of the reduction of the red permitted limits will be refunded to Borrower. Lender may a loose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and to) any sums already collected from Borrower which exceeded

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits then; (a) any such loan charge shall be reduced by the amount

ntower's consent. that Borrower's consent.

modify, forbear or make any accommodations. Any regard to the terms of this Security Instrument or the Note without the sums secured by this Security Institution, and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the from its co-signing this Security Instrument only to morper grant and convey that Borrower's interest in the Proper y une at the security instrument; (b) is not personally obligated to pay of paragraph 13. Borrower's covenar is and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bir d's' d'benefit the successors and assigns of Lender and Borrower, subject to the provisions

shall not be a waiver of or preside the exercise of any right or remedy. So with a second of the covenants and agreements of by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy Lender shall not to required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise movily amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrow, stall not operate to release the liability of the original Borrower of Borrower's successors in interest.

10. Borro ver Not Released; Forbeatance 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 postpone the class of the monthly payments referred to in paragraphs leand 2 or change the amount of such payments.

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

Dorrower.

If the Property is abandoned by Borrower, or il, after notice by Lender to Borrower, that the condemnor offers to paid to Borrower:

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 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 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

essigned 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

9. Condemnation. The proceeds of any sward 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.

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 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,

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 sures so cured by this Security Instrument.

21. Release. Hoon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

22. Waiver of Harvestead. 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 covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of his Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

X Adjustable Rate Rider	Planned Unit Development Rider	X Owner Occupancy Rider
Graduated Payment Rider	Fixed Rate Rider	X Quick Qualifying Rider
Condominium Rider	2 + Zamily Rider	
Other(s) [specify]	C	
BY SIGNING BELOW, Borrower and any rider(s) executed by Borrower and rec	ecepts and agrees to the terms find covenants of corded with it.	contained in this Security Instrument and in
William S. Lullow		m Gravel
WILLIAM J. SUELIVAN	(SEAL) LINDA M. GR	(SEAL)
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	(SEAL)	(SEAL)
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12 <u>03 PLEASANT RUN #109</u>	WHEELING.	_It _60090

NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "B"

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

2420 WEST 26TH AVENUE DENVER, COLORADO 80211

ATTENTION: Documentation Department



LOAN NO. 59-01862-2

#### ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$50,000.00

DATE: JUNE 30, 1988

ADJUSTABLE PATE 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 unpaid principal balance of the Note.

FOR VALUE RECEIVIP, 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 provisions of the Security Instrument. Except to the extent modified by this Rider 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 twended to read in its entirety as follows:
  - "1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when die 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 Alvances (as hereinafter defined) secured by this Security in trument."
- 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

## UNOFFICIAL COPY (STEEDOSE ONLOCKED)

WORLD STYINGS AND LOAM ASSOCIATION, A FEDERAL SAYINGS AND LOAM ASSOCIATION

(2) ARW SEAR 2420 WEST ZOTH AVENUE DERVER, COLORADO BOZII

ATTENTION: Decumentation Repairtment

LOAN NO. 59-01862-2

#### ADJUSTABLE NATE RIDER TO SECURITY INSTRUMENT

-ILLINOIS

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DATE: JUNE 30, 1988

*DJUSTABLE RATE MORTSAGE LOAR, The hote secured by the Security Instrument, as bereinster defined, to which this Rider is attached contains provisions which may requis in edgustments in the interest rate, in the monthly request amount, and it the unpaid arthofical balance of the bate.

Fig. VALUE RECEIVED, the undersigned ("Bornower") agrees that the rollowing error took shall be undersigned into the dentgage ("Security Instrument") of ever dute allowing shall be extended by formower and which disables a lien in from of a tic Savings and Loan Association and event") for which Security Instrument this Riger is attached. To the extent the provision of the Security Instrument, and the shall shall prevail and shall shall be provided and and are investigated to the Security Instrument. Except to increase the modifier of this Rider and other modifiers of the provisions of the steam endiaged the provisions of the steam and effect.

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31 FRESERVICION AND MAINTENANCE OF PROPERTY: LEASEHOLDS: CONDOMINIUMS: FLYNCO UNIT DEVICE PEUTS. Paragraph 6 of the Security Instrument is amended to that it to be reserved as collows:

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## UNOFFICTAL 3CORY 4

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

#### (3) Hazard Insurance

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

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

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

(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;

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:

#### (S) Lender's Prior Consent

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.

#### (1) Public Liability Insurance

#### common PUD and Condominitm Obligations

If this Scennity Instrument is on a unit in a Condominium, Borrower shall perform all of Borrower'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. Sorrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

("Condominium"), the Property includes, but is not limited to, such unit in the 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 are 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.

#### B. Condominium Obligations

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 accument which creates the Owners Association; Borrower shall promptly pay document which creates the Owners Association. Borrower shall promptly pay much due, all dues and assessments imposed pursuant to the Constituent Documents.

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.

#### Planned Unit Development Obligations

consent.

fee title to the Property, there will be no merger of the fee title and leasehold without Lender's prior written

CONSENT, fee title to the Property, toese will be no merger on the fee title and Jeasehold without tunder's prior arbitism

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"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 provision of this Security Instrument or the Note or any provision of this Security Instrument or this Security Instrument is construed or interpreted by a court of Instrument is construed or interpretent 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, interpreted and shall not affect the remaining paragraphs, interpreted and shall not affect the remaining paragraphs,

5. GOVERNING LAW; SEVERABILITY. Paragraph 15 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 randering any provision of the Mote 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 remediate permitted by Paragraph 19."

4. LEGISLATION AFFECTING LENDER'S RIGHTS. Paragraph 13 of the Security Instrument is amended to read in its entirety as follows:

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

#### (5) <u>Remedies</u>

The proceeds of any award or claim for damages, direct or consequential, payoule to Borrower in connection with any condemnation or other taking of all to 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 conveyence in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Paragraph 9 ("Condemnation").

### Condemnation

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.

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

(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;

(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;

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:

long as the figures Association maintains, with an insurance carrier research acceptable to tender, a "master" or "blanker" policy on the Pad or Cenderanto project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the nazards Lender requires, including fire and hazards included within the term "extended coverage", then:

(a) Lender welves the provision in Paragraph 2 ("Junds for Taxas and Insurance") of this Security instrument for the routely pageent to tender of one-twelfth of the yearly premium instellments for the hazard insurasce on the Archerty;

(b) Bourshee's obligation under Paragraph 5 (fillstand Insurance!) of this Security Issurance, to maintain betard itsurance stylings on the Property, is democal stricted to the extent that the related sizerage is provided by the Dwhers Association policy;

(c) Bonneyer shall give Lenger prompt sector of any lapse in required hazard insurance diverage;

(d) in the event of a distribution of hazard recreace proceeds in lieu of restoration or repelt following a loss to the Coderty, whether to the Condominium unit or to the success elements thereof, or restor to common ereas and facilities of the Full, the proceeds payable to berrower are normal assigned and shall be post to larger for application to the time of the formal this Security instrument, with any stress taid to Cornover.

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#### (5) Remedie:

and assessments in full when due, to then not pay all Condomntium or PDD dues reactive assessive browided under this became a instrument or tender, at its sole option, may elect to pay such dues and restrainents. Any amounts oaid by lender under this caragraph shall become the Conference and Lender lagree to offer recise of becarries. Instrument, Whies Security Instrument, Whies Security Instrument, while have and Lender agree to offer revise of payment, and observed and the date of disturbances of the same frequesting begins to be date to be able to be the the tast to be able to be able

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"13. Levislation Fraction Larger's Rights. It or others or explosion of applicable laws was the effect of reddering and provision of applicable laws was the effect of reddering the provision of the Soles or this security increases we enterceable accounting to instance, Lander, as its office, or require immediate represent in fact of all some consect by the Security instrument and may lawoke any encedies permitted by Paragraph 19.7

instruction is amended to feed in which the control as follow:

"IS. Governing tak: January 1(12). The loan section 1 descentivy instrument is made purs ent to, and the less to be security instrument is made purs ent to, and the linear letter and tonstrued and governed by. The laws of the United letter and the finited letter and the finited letter and the federal laws, bules and regulations for federal sovings and loan associations. If any paragraph, clause or provision of this Security insuranent or the Mote or any other notes, or obligations secured by this because, instrument is construed or interpreted by a court of competent; jurisdiction to be void, variable or unenforceable; such decision shall after only those paragraphs, clauses or previsions so construes or interpreted and shall not affect the remain in paragraphs.

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Note or other notes or obligations secured by this Security

Instrument."

DEFAULT AND ACCELERATION. Time is of the essence hereof. 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 interest therein is sold or transferred (or if a boreficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior writtin 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 permitted b Paragraph 19 hereof. However, this option shall not be exercised by Lender if exercise is prohibited by federal law is of the date of this Security Instrument. Lender shall have wrived such option to accelerate if, prior to the sale or traisfer, 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 thall be at such rate as Lender shall request. If Lender his waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligation, 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 SUMS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPERTY WHICH FIRST OCCURS (AND ONLY SUCH FIRST OCCURRING SALE OR TRANSFER) FOLLOWING THE DATE OF THIS WOLL, PROVIDED: (1) SUCH SALE IS TO A BUYER WHOSE CREDITWORTHINESS HAS BEEN APPOVED IN WRITING BY LENDER; (2) LENDER RESERVES THE RIGHT TO REQUIRE THE BOFROMER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY APPLICABLE LAW AT THE TIME 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 (1%) OF THE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER. (3) NO PREVIOUS SALE OR TRANSFER OF ALL OF MY PART OF THE PROPERTY OR ANY INTEREST THEREIN (OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON) HAS OCCURRED FOLLOWING THE DATE OF THIS NOTE; (4) THE BUYER HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT ADJUSTED RATE AS SET FORTH IN THIS NOTE. (5) THE INTEREST RATE CAP OF THIS NOTE SHALL BE CHANGED TO AN INTEREST RATE CAP WHICH IS THE SUM OF THE EXISTING INTEREST RATE AS ADJUSTED PLUS FIVE PERCENT.

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%) OF THE**

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

## UNOFFICIAL 3COPY 4 (28/6) 3568-738

#### INDIVIDUAL NOTARY ATTACHED

<del>მ</del> роე ძ	City, State, Zip	<del> </del>	1203 PLEASANT RUN #10
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(1692)		( [e9S)	
Jour (1602)	LINDA M. GRAVEI	(1P0S)	WILLIAM J. SULLIVAN

885), sund day of IN MITHESS WHEREOF, the undersigned has executed this Rider on the FP.C

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

right, at Lender's option and without prior notice, to declare the indebtedness secured by the Security Instrument, irrespective of the maturity date specified in the Note or in this River, immediately due and payable.

representations and disclosures in order to induce Lender to make the loan evidenced by the Mote; and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact, Lender shall have the misrepresentation or failed to disclose any material fact. WISREPRESENTATIONS OR NONDISCLOSURE. Borrower has made certain written

applicable statute of finitations. action is thereafter commenced by one such person, the other person may assert in an answer the lefense of payment in that the two demands are compensated so 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 when neither derand was barred by the applicable statute of limitations, and an 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 crossclaim, whether liquidated or claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, the benefits of any applicable law, regulation or procedure which substantially provides that, where cross-demands for money have existed between persons at any point in time when neither denand was barred by the applicable statute of limitations, and an when neither denand was barred by the applicable statute of limitations, and an

obligation secured by the Security Instrument. regarding the condition of or balance owing under the Note or any other note or 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

Lender shall request. any such cause of action and may make any compromise or settleent thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as from time to time may be necessary to effectuate the foregoing provisions and as 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 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, applear in and prosecute in Lender's own name any action or proceeding to enforce appear in and prosecute in Lender's own name any sculp or section or proceeding to enforce appear in and prosecute in Lender's own name any sculp or section or proceeding to enforce appear in and prosecute in Lender's own name any sculp or section or proceeding to enforce appear in and prosecute in Lender's own name any sculp or section or proceeding to enforce appear in and prosecute in Lender's own name any sculp or section or proceeding to enforce any such constitution or proceeding to enforce any such and make any sculp or section or proceeding to enforce any such constitution or proceeding to enforce any section or proceeding to enforce any such constitution or proceeding to enforce any such as a section or proceeding to enforce any such and the constitution or proceeding to enforce any such and the constitution of the constitution or proceeding to enforce any such and the constitution or proceeding to enforce any such and the constitution or proceeding to enforce any such and the constitution or proceeding to enforce any such any such and the constitution or proceeding to enforce any such and such any such any

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WILLIAM DE SULLIVAM	LEINDA M. GRAVEL 1808
William D. Billiam	

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Notary Public in and for said County and State

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UNDEFICIAL ESCIPTION

A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WURLD SAVINGS AND LOAN ASSOCIATION 6 2420 WEST 26TH AVENUE DENVER, CO 80211



#### RIDER TO SECURITY INSTRUMENT

#### BORROWER'S WARRANTY OF FINANCING TERMS

"QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 59-01862-2

DATE: JUNE 30, 1988

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

As an inducement for World Savings and Loan Association, a Federal Savings and Loan Association, ("Lender") to make the loan secured by the Security Instrument ("Loan"), Borrower has represented to Lender that the transaction is a bona fide purchase transaction, that the down payment paid in reference to this Loan was a cash payment, was paid from Borrower's own funds, and did not result in an adjustment to the sales price of the property ("Property") and that there were no credits to the down payment, or other similar financing arrangements. Borrower has further represented to Lender that no separate escrow is planned or has been initiated on this Property.

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 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), pursuant to the terms of the Note and Security Instrument, on any sums owing under the Note, to an interest rate which is two percent (2%) greater than the

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RECORDING REQUESTED BY, AND WHED RECORDED, MAIL TO:

WÖRLD SAVINGS AND LOAN ASSOCIATION 2420 WEST 26TH AVENUE DERVER, CC 80211

#### MIDER TO SECURETA INSTRUMENT

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LOAM NO. 59-01862-2

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the Note and Security Instrument to perm	mit amortization of the Loan at such new
rates by the end of the original term th	* * * * * * * * * * * * * * * * * * *
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1203 PLEASANT RUN #109	WHEELING, IL FUOSO
1203 FLEASANT RUN #109	WHEELING, IL 10050
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INDIVIDUAL NOTARY ATTACHED.

59-01862-2

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CONTRIBUTE NOTARY ATTACHED

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(INDIVIDUAL)	
COUNTY OF	ţ
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

HOTEL WOLVENTON

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

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

#### OW. OR OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 59-01862-2

DATE: JUNE 30, 1988

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

#### 1. Owner-Occupancy

As an inducement for Lender to make the loan 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 owning the property ("Owner").

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

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



RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAM ASSOCIATION 2420 MEST 26TH AVENUE DENVER, CO 80211

#### OWNER-ODELPANCY MODIFICATION TO MOTE WAD RIDER TO SECURITY INSTANGENT

LOAS NO. 69-01862-2

DATE JUNE 30, 1988

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Accordingly, in the event the sebered property is not occupied, within the trae perior set routh above, as the primary residence of the Generis), the solder of the Roll may, at its coption. (a) declare all sums secured by the Solder of the College to be immediately due and payable, or (b) effective upon

written notice to the sumer(s) within well (12) worths 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 installments pursuant to the terms of the note and security instrument to permit amortization of the Loan at such new rates by the end of the original term.

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 I	notes which the
Security Instrument secures, and in the event that Borrower	
material misrepresentation or failed to disclose any material fa	
its option and without prior notice, shall have the right t	
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WILLIAM J. SULLIVAN	(Seal)	LINDA M. GRAVEL	(Seal)
	(Seal)	Office	(Seal)
	(Seal)		(Seal)

1203 PLEASANT RUN #109
Mailing Address

WHEELING, IL 60090 City, State, Zip Code

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL NOTARY ATTACHED.

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City, State, dip Code

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On JUNE	<u>30 19 88 </u>	, before me, the	e undersi _l	gned, a Notar	y Public in and	for said State
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

MARGARET L WOLVERTON
MARGARET L WOLVERTON
MOTANT PUBLIC STATE OF BLICO
MY CONTRIBUTION EXPINES (0.783)

TEREBORR CROTOCKÁRCOSTOCKA