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RII-594A (9-87)

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Form 3014 12-83

ILLINOIS Single Family ENMA/ENHANCED INSTRUMENT

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.

BORROWER COVENANTS that Borrower is lawfully seized 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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."

("Property Address"):

8849 SOUTH LEAVITT
CHICAGO, IL 60620

which has the address
commonly known as:

REAL ESTATE INDEX NUMBER: 25-06-103-015-0000 (6) VOLUME: 51
25-06-103-016-0000 (6) VOLUME: 451

SEE EXHIBIT "A" ATTACHED, INCORPORATED HEREIN BY REFERENCE.

This debt is evidenced by Borrower's note dated the same day as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 01, 2019. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenant, and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

the principal sum of
ONE HUNDRED FORTY SIX THOUSAND TWO HUNDRED FIFTY
AND 00/100 Dollars U.S. \$146,250.00

THIS MORTGAGE ("Security Instrument") is given on
JANUARY 26, 1989
The mortgagor is NANCY J. ERICKSON DIVORCED AND NOT
REMARIED AND ECKH HORST DIVORCED AND NOT REMARIED

THIS IS A FIRST MORTGAGE

MORTGAGE

LOAN NO. 59-02412-0

ATTENTION: DOCUMENTATION DEPARTMENT (Space Above This Line for Recording Date)

2420 West 26th Avenue
Denver, Colorado 80211

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

89044916

JOYCE WHITE

RECORDING REQUESTED BY:
WORLD SAVINGS AND LOAN ASSOCIATION

BOX 333 - TH

PREPARED BY: WORLD SAVINGS,

89044916

1440306 71 86.147 08 Whalum (2) cut

2500

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EXHIBIT "A"

WORLD SAVINGS AND LOAN ASSOCIATION
a Federal Savings and Loan Association

LOAN NO. 59-07412-0

[Faint, mostly illegible text, possibly a stamp or header within the exhibit area.]

Property of Cook County Clerk's Office

89044916

UNIFORM CONSUMER CREDIT ACT (Borrower and Lender covenant and agree as follows)

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the 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 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 under 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 over 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 due to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "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 subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 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-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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59-07412-0

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 sum secured by this Security Instrument.

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

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

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Condominium Rider
- Other(s) [specify]
- Planned Unit Development Rider
- Fixed Rate Rider
- 2-4 Family Rider
- Owner Occupancy Rider
- Quick Qualifying Rider

BY SIGNING BELOW, Borrower 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.

Nancy J. Erickson
NANCY J. ERICKSON

(SEAL)

*Cecil Horst by Nancy J. Erickson
his attorney in fact*
CECIL HORST BY NANCY J. ERICKSON
HIS ATTORNEY IN FACT

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

8849 SOUTH LEAVITT

CHICAGO, IL 60620

89044916

NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "B"

EXHIBIT "E" NOTARY ACKNOWLEDGEMENT

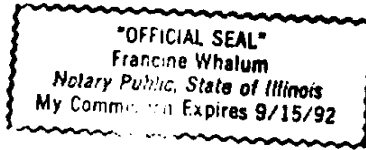
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(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF Cook Jss.

On January 11, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared William J. ...

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is subscribed to the within instrument and John acknowledged that John executed the same.

WITNESS my hand and official seal
[Signature]
Notary Public in and for said County and State



(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF _____ Jss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) _____ subscribed to the within instrument and _____ acknowledged that _____ executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

(PARTNERSHIP)
STATE OF ILLINOIS
COUNTY OF _____ Jss.

On this _____ day of _____, in the year _____, before me, _____ personally appeared _____

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

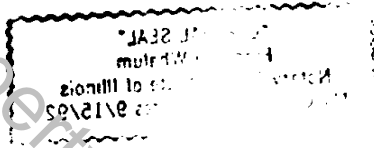
WITNESS my hand and official seal.

Notary Public in and for said County and State

ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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Property of Cook County Clerk's Office

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RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

2420 WEST 26TH AVENUE
DENVER, COLORADO 80211

ATTENTION: Documentation Department

LOAN NO. 59-07412-0

ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$146,250.00

DATE: JANUARY 26, 1989

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

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Mortgage ("Security Instrument") of even date which was executed by Borrower and which creates a lien in favor of World Savings and Loan Association, A Federal Savings and Loan Association ("Lender") to which Security Instrument this Rider is attached. To the extent that the provisions of this Rider are inconsistent with the provisions of the Security Instrument, the provisions of this Rider shall prevail and shall supersede any such inconsistent 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 amended to read in its entirety as follows:

"1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note, and the principal and interest on any Future Advances (as hereinafter defined) secured by this Security Instrument."

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

"3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any unpaid interest which became due previously and was added to the principal balance of the Note ("Deferred Interest"), and finally, to the principal of the Note. Payment shall be made in lawful currency of the United States of America."

3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amended to read in its entirety as follows:

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

A. Planned Unit Development Obligations

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

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

B. Condominium Obligations

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

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

C. Common PUD and Condominium Obligations

(1) Public Liability Insurance

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

(2) Lender's Prior Consent

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

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

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

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

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

(3) Hazard Insurance

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

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

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

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

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

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

(4) Condemnation

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

(5) Remedies

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

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

"13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Paragraph 19."

5. GOVERNING LAW; SEVERABILITY. Paragraph 15 of the Security Instrument is amended to read in its entirety as follows:

"15. Governing Law; Severability. The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Security Instrument or the Note or any other notes or obligations secured by this Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs,

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

6. **DEFAULT AND ACCELERATION.** Time is of the essence hereof. Upon failure to pay any payment when due or to perform any obligation, covenant, or agreement in the Note, in the Security Instrument, in other security instruments which secure the Note, or in any other document executed by Borrower to induce Lender to make the loan evidenced by the Note, or if any statement made by Borrower in any such document is false or misleading, then Borrower shall be in default under the Note and all principal and accrued interest shall, at Lender's option and without notice, become immediately due and payable in full. Reference is made to the Security Instrument for rights as to the acceleration of the indebtedness evidenced by the Note, including Paragraph 17 which is amended in its entirety as follows:

"17. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Borrower fails to pay such sums immediately upon the demand of Lender, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrument shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Security Instrument and the Note."

NOTWITHSTANDING ANYTHING CONTAINED IN THE SECURITY INSTRUMENT TO THE CONTRARY, 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 THE NOTE, PROVIDED: (1) SUCH SALE IS TO A BUYER WHOSE CREDITWORTHINESS HAS BEEN APPROVED IN WRITING BY LENDER; (2) LENDER RESERVES THE RIGHT TO REQUIRE THE BORROWER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY APPLICABLE LAW AT THE TIME OF SUCH SALE OR TRANSFER, BUT IN NO EVENT SHALL SUCH FEE BE GREATER THAN ONE PERCENT OF THE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER; (3) NO PREVIOUS SALE OR TRANSFER OF ALL OR ANY 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 THE NOTE; (4) THE BUYER HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT ADJUSTED RATE AS SET FORTH IN THE NOTE; (5) THE INTEREST RATE CAP OF THE NOTE SHALL BE CHANGED TO AN INTEREST RATE CAP WHICH IS THE SUM OF THE EXISTING INTEREST RATE AS ADJUSTED PLUS FIVE PERCENT (5%) OR THE INTEREST RATE CAP AS SET FORTH IN THE NOTE, WHICHEVER IS GREATER.

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

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

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, appear in and prosecute in Lender's own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement 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 Lender shall request.

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

10. OFFSET. No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any 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 demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in an answer the defense 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 applicable statute of limitations.

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

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

IN WITNESS WHEREOF, the undersigned has executed this Rider on the _____ day of _____

Nancy J. Erickson
NANCY J. ERICKSON (Seal)

Cecil Horst by Nancy J. Erickson
His attorney in fact.
CECIL HORST BY: NANCY J. ERICKSON (Seal)
HIS ATTORNEY IN FACT

89044916

(Seal)

(Seal)

(Seal)

(Seal)

8849 SOUTH LEAVITT

Mailing Address

CHICAGO, IL 60620

City, State, Zip Code

INDIVIDUAL NOTARY ATTACHED

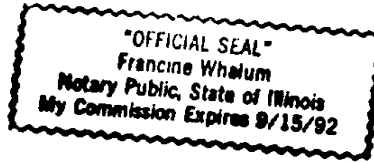
EXHIBIT "E" NOTARY ACKNOWLEDGEMENT
UNOFFICIAL COPY

(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF Cook]ss.

On January 11, 1987, before me, the undersigned, a Notary Public in and for said State,
personally appeared Francine Whalum

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) Francine Whalum
subscribed to the within instrument and Francine Whalum acknowledged that Francine Whalum
executed the same.

WITNESS my hand and official seal.
Francine Whalum
Notary Public in and for said County and State



(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF _____]ss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State,
personally appeared _____

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) _____
subscribed to the within instrument and _____ acknowledged that _____
executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

(PARTNERSHIP)
STATE OF ILLINOIS
COUNTY OF _____]ss.

On this _____ day of _____, in the year _____, before me,
_____ personally appeared _____

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

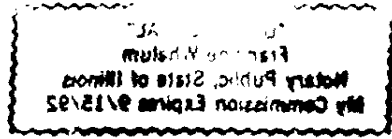
WITNESS my hand and official seal.

Notary Public in and for said County and State

ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

89044916

UNOFFICIAL COPY



Property of Cook County Clerk's Office

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WORLD SAVINGS AND LOAN ASSOCIATION
A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE
DENVER, CO 80211

OWNER-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 59-07412-0

DATE: JANUARY 26, 1989

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 ("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 risk 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, at 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

written notice to the Owner(s) within twelve (12) months after recordation of the Security Instrument INCREASE THE INITIAL INTEREST RATE THEN APPLICABLE PURSUANT TO THE TERMS OF THE NOTE AND SECURITY INSTRUMENT, ON ANY SUMS OWING UNDER THE NOTE, TO AN INTEREST RATE WHICH IS THREE 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 notes which the Security Instrument secures, and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by the Security Instrument, irrespective of the maturity date specified in the Note or notes, immediately due and payable. * * * * *

IN WITNESS WHEREOF, THE BORROWER HAS EXECUTED THIS RIDER ON THE _____ DAY OF _____, 1981.

Nancy J. Erickson

NANCY J. ERICKSON (Seal)

*Cecil Horst by Nancy J. Erickson
his attorney in fact.*

CECIL HORST BY: NANCY J. ERICKSON (Seal)
HIS ATTORNEY IN FACT

(Seal)

(Seal)

(Seal)

(Seal)

8849 SOUTH LEAVITT

Mailing Address

CHICAGO, IL 60620

City, State, Zip Code

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL NOTARY ATTACHED.

89044916

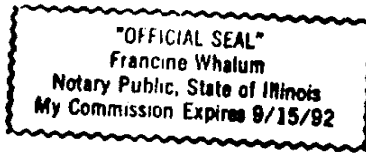
EXHIBIT "B" NOTARY ACKNOWLEDGEMENT
UNOFFICIAL COPY

(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF Sevier Jss.

On January 11, 1991, before me, the undersigned, a Notary Public in and for said State,
personally appeared William J. [unclear]

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is
subscribed to the within instrument and he acknowledged that he
executed the same.

WITNESS my hand and official seal
[Signature]
Notary Public in and for said County and State



(INDIVIDUAL)
STATE OF ILLINOIS
COUNTY OF _____ Jss.

On _____, 19____, before me, the undersigned, a Notary Public in and for said State,
personally appeared _____

personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) _____
subscribed to the within instrument and _____ acknowledged that _____
executed the same.

WITNESS my hand and official seal.

Notary Public in and for said County and State

(PARTNERSHIP)
STATE OF ILLINOIS
COUNTY OF _____ Jss.

On this _____ day of _____, in the year _____, before me,
_____ personally appeared _____

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

830.4916

UNOFFICIAL COPY

My Commission Expires 01/21/25
Notary Public for the State of Illinois
Patricia A. Williams
Notary Public

Property of Cook County Clerk's Office

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