

## UNOFFICIAL GOPY

89392999

jiraa 1730 Ag 144444 图159 # 12 44 COOK COUNTY RECORDS R

[Space Above This Line For Recording Data]

MORTGAGE

8901148 845841880

THIS MORTGAGE ("Security Instrument") is given on AUGUST 15 The mortgagor is CHRISTINE L. MUCHNA, SPINSTER

("Borrower"). This S.cu ity Instrument is given to ALLIED REALTY

FINANCIAL CORF. which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

9957 SOUTH ROBERTS ROAD

PALOS HILLS, ILLINGIS

Borrower owes Lender the principal sum of

SIXTY THREE THOUSAND TWO HUNDRED AND NO/100

("Lender")

Dollars (U.S. \$ ). This debt is evidenced by Borrower's not 63,200.00 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not This Security Instrument paid earlier, due and payable on SEPTEMER 1, 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 Borrov ;; 's covenants 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

PARCEL 1: LOT 38 IN LAKE LOUISE APAPEMENTS FIFTH ADDITION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD FRYNCIPAL MERIDIAN, IN COOK

COUNTY, ILLINOIS. PARCEL 2: LAKE I LAKE LOUISE APARTMENTS FIFTH AUDITION EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SEL FORTH IN THE PLAT OF SUBDIVISION OF LAKE LOUISE APARTMENTS FIFTH ADDITION RECORDED DECEMBER 7, 1972 AS DOCUMENT 21737041 AND AS SET FORTH 1: THE DECLARATIONS OF COVENANTS HAD RESTRICTIONS RECORDED NOVEMBER 28, 1969 AS DOCUMENT COVENANTS HAD RESTRICTIONS RECORDED NOVEMBER 28, 21024572 AND SUPPLEMENT NUMBER 1 TO SAID DECLARATION RECORDED DECEMBER 22, 1970 AS DOCUMENT 21350292 AND AS CREATED BY DELD FROM WILLIAM E. PRENZ, JR., TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1968 AS TRUST NUMBER 401 TO NORMAN J. STILL AND WILMA STILL, HIS WIFE, DATED AUGUST 28, 1973 AND RECORDED NOVEMBER 22, 1973 AS DOCUMENT 22520243, IN COOK COUNTY, ILLINOIS.

24-17-201-099-0000

which has the address of 10437 MASSASOIT (Street) OAK LAWN

60453 Illinois

|Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with ging real property limited variations by jurisdiction to constitute a uniform security

> Form 3014 12/83 Amended 5/87

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

-6F(IL) 18902

	OT MRITTAR GMA GROCIA
	PALOS HILLS, IL 60465 PRIOS HILLS, IL 60465 PRIOS HILLS, IL 60465
	My Commission expires: 3/15/60
	Civen under my hand and official seal, this 15th day of Jungunt . 19 89
	set forth.
	signed and delivered the said instrument as HIS/BER free and voluntary act, for the uses and purposes therein
знв	subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
	, personally known to me to be the same person(s) whose name(s)
	do hereby certify that CHRISTINE L. MUCHNA, SPINSTER
	I, the Manager of and so said county and state,
	STATE OF ILLINOIS, COMMY SS:
	(Sparge for Acknok for Acknok for Acknown (Space Below finis Line for Acknown Programment)
-	
	(1692).
	лемотю <del>В</del> .
	(lea2)
	(lns2)
	CHRISTINE L. MUCHNA/SPINSTER -80110mer
	By SigylyG 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.
2	[Vitosqs] (syaphO ]
3	Sraduated Figure Rider XX Planned Unit Development Rider
	Instrument. [Check a phicable box(es)]  XXA djustable 'star Rider [] Condominium Rider [] 1-4 Family Rider
	23. Rivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security to are covernment, the covernments and agreements of each such rider shall be incorporated into and shall amend and supplement the organics and agreements of this Security Instrument as if the rider(s) were a part of this Security
	fastrument without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
	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 receiver shall be applied first to payment of the coers 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 sums secured by this Security Instrument.  21. Release, Upon payment of all sums secured by this Security Instrument.

P.O. BOX 5348, 2000 YORK ROAD TO BOX 5348, 1LLINOIS CLS22-5848

UNITED SAVINGS OF AMERICA

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies, Lender shall give notice to Borrower 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 sum 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to assert in the security Instrument without further demand and 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 the 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

Sos(U) to Rest Coverexity. Borrower and Lender further covenant and agree as follows:

UNIFORM COVEN US Non-ce and Lenic Countil 12 group in the State of the

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 sam ("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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 give 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 tranake 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 Pay ne is. 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 vituer paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrowe, shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority one this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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 lier 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 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 improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended co/erage" 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 stall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, 30 rower 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 it surance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any ercest raid 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.

occurred. However, this right to reinstilte 71 30 E1 8Hg

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

msurance 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

8, Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

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

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

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

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

Unless Linder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums seemed by this Security Instrument, whether or not then due. given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

modification of any 11/2 ation of the sums secured by this Security Instrument granted by Lender to any successor in 10, Borrov er Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the dut duto of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

shall not be a waiver of or preclude 11,2 exercise of any right or remedy. by the original Borrower or Borrow er's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for interest of Borrower shall mot operate to release the liability of the original Borrower or Borrower's successors in interest.

the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without Instrument but does not execute the Mota; (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph A. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security this Security Instrument shall bind ancies nefit the successors and assigns of Lender and Borrower, subject to the provisions 11. Successors and Assigne Lound; Joint and Several Liability; Co-signers. The covenants and agreements of

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (h) any sums already collected from Borrower which exceeded charges, and that law is finally interpreted so that the any such 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 If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12, Loan Charges. that Borrower's consent.

paragraph 17 may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall tat ethe steps specified in the second paragraph of rendering any provision of the Note or this Security Instrument unenforces le according to its terms, Lender, at its option, If enactment of applicable laws has the effect of Legislation Affecting Lender's Rights.

provided for in this Security Instrument shall be deemed to have been given to Borrower or keyact when given as provided ites class mail to Lender's address stated berein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any native to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. Any notice to Borrower provided for in this Security Institutions shall be given by delivering it or by

Sore conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note Jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by fedelal, aw and the law of the านุสตร์ชิตรัตส์ รเนา เม

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. It all or any part of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any Note are declared to be severable: which can be given effect without the conflicting provision. To this end the provisions of this Security in trumpul and the

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

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

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the net of this Security Instrument, Lender's rights in the Property and Borrower's assume that the property are secured by the security instrument, chall continue mechanical three contentions. (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 remstatement) before sale of the Property pursuant to any power of sale contained in this suforcement of this Security. Instrument discontinued at any time prior to the earlier of: (a) 3 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

# UNOFFICIAL COPY 845 841 880

THIS ADJUSTABLE RATE RIDER is made this 15TH day of AUGUST is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ALLIED REALTY FINANCIAL CORP. Adjustable Rate Note (the "Note") to AL AN ILLINOIS CORPORATION \_ (the "Lender" of the same date and covering the property described in the Security Instrument and located at: 10437 MASSASOIT, OAK LAWN, ILLINOIS 60453 [Property Address] THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE ALSO CONTAINS A PROVISION TO CONVERT THE NOTE (AT THE OPTION OF THE BORROWER) TO A FIXED INTEREST RATE AT ANY TIME DURING THE LIFE OF THE LOAN. ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: INTEREST RATE AND MONTHLY PAYMENT CHANGES EIGHT AND ONE EIGHTH The Note provides for an initial interest rate of The Note provides for changes in the interest rate and the monthly payments, as follows: INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S OPTION TO CONVERT (A) Change Dates The interest rate I will pay may change on the first devel SEPTEMBER, 1990, and on that day every 12th month thereafter. Each date on which my lime extrate could change is called a "Change Date" (B) The Index Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average yield on United States Treasury securities adjusted to a constant maturity of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." \* THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE OF THIS RIDER IS 8.450
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE FOURTHS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125 vo). This rounded 2.000 pecentage points new interest rate until the next Change Date. The interest rate will not be changed by more than 2.000 pecentage points of downward the interest rate by more than 6.000 on any Change Date. The Note Holder may not adjust upward or downward the interest rate by more than \_\_ percentage points over the life of the loan. The Note Holder will adjust the new interest rate so that the change will not be more than the limit.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

#### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthy payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

## **UNOFFICIAL COPY**

### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

### (F) Borrower's Option to Convert

I may, at my option, modify the repayment terms of this Adjustable Rate Loan by converting this Note to a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan. I agree to notify the Note Holder, by first class mail, of my wish to exercise my right to convert to a fixed interest rate loan. Note Holder is under no obligation to inform me of my right to convert, other than the terms as described in the Note. Notice must be addressed as follows:

I shall pay a fee equal to one percent (1.0%) of the then outstanding loan balance, not to exceed Nine Hundred Dollars (3900.00), but in no event less than Four Hundred Dollars (\$400.00) to the Note Holder and that the rate for said fixed rate loan shall be the sum determined by adding one half percentage point (.50%) to the Federal Home Loan Mortgage Corporation's Required Net Yield for 60 day delivery of 30 year, fixed rate mortgages ("Conversion Rate"), as of the date Note Holder acknowledges receipt of my notice to convert. If no such "Conversion Rate" is available, Note Holder, at its sole option, [30] determine the fixed interest rate by using a comparable figure.

My monthly payment at the new fixed interest rate will begin on the first day of the month, approximately sixty (60) days after Note Holder acknowledges receipt of my notice to exercise my option to convert ("Conversion Change Date"). The monthly payment will be the amount that is necessary to repay in full the principal I am expected to owe on the "Conversion Change Date" in substantially equal payments by the maturity date at the fixed interest rate.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is a nended to read as follows:

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 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. 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 also shall not be exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that 'ander's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

CHRISTINE L. MUCHWA/SPINSTER BOTTOWER	(Se	aí
CHRISTINE L. MUCHWA/SPINSTER Borrower	RECORD & RETURN TO : Borrow	181
(Seal)	(Sea	,
	UNITED SAVINGS OF AMERICA	

P.O.BOX 5348, 2000 YORK RD. OAK BROOK, IL. 60522-5348

# UNDEFFICELL CORPER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of AUGUST , 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

ALLIED REALTY FINANCIAL CORP.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

10437 MASSASOIT, OAK LAWN, ILLINOIS 60453

(Property Address)

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 COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

Ithe "Declaration"). The Property is a part of a planned unit development known as LAKE I/OUIS

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common recas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In radition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrice is follows:

- A. PUD OBLIGATIONS. Berrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are thr: (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. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" of "blanket" policy insuring the Proposity which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the harder sequires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Co/enant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
- (ii) Borrower's obligation under Uniform Covenan 5 o maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provined by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in liau of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Corrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be easonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. 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 or tile 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 the Security Instrument as provided in Uniform Command 9.
- E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and will, 1 ander's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination equired by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or entire the domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is to, the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. REMEDIES. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Christine L. MUCHNA (Seal) -Borrower	 (Scat) —Borrower
(Seal)	 . (Seal)
-Borrower	Borrows