

(iii) Keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

(ii) I pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(i) I pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

I am giving Lender those rights to protect Lender from possible losses that might result if I fail to: I am giving Lender those rights that the law gives to lenders who hold mortgages on real property. I mortgage, irrevocably grant and convey the Property to Lender subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument.

11. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

(g) Person. Any person, organization, governmental authority or other party will be called "Person."

(f) Sums Secured. The amounts described below in Section 11 are the "Sums Secured."

(e) Property. The property that is described below in Section 11 entitled "Description of the Property" will be called the "Property."

(d) Note. The note signed by Borrower and having the same date as the Security Instrument will be called the "Note." The Note shows that I owe Lender U.S. \$41,800.00 plus interest. I have promised to pay the debt in monthly payments and to pay the debt in full by MAY 01, 2020.

(c) Lender. WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and exists under the laws of the United States, Lender's address is 1001 Harrison Street, Oakland, California 94612.

(b) Borrower. LOUIS PRESTA AND JEANINE PRESTA, HIS WIFE

(a) Security Instrument. This Mortgage, which is dated APRIL 30, 1990

90197745

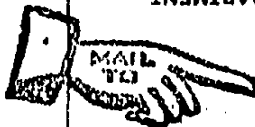
1. DEFINITIONS OF WORDS USED IN THIS MORTGAGE

(A) Security Instrument. This Mortgage, which is dated APRIL 30, 1990 will be called the "Security Instrument."

THIS IS A FIRST MORTGAGE. LOAN NUMBER: 68-25683-6 THIS MORTGAGE SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, MONTHLY PAYMENTS AND PRINCIPAL BALANCE.

FOR RECORDER'S USE ONLY

ATTENTION: DOCUMENTATION DEPARTMENT



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

RECORDING REQUESTED BY:
WORLD SAVINGS AND LOAN ASSOCIATION

PREPARED BY: WORLD SAVINGS AND LOAN ASSOCIATION

Laurie Laurienti

90197745

486327 US 181

UNOFFICIAL COPY

REL-331 (3/85)

Property of Cook County Clerk's Office
50139745

LOT 34 IN HERONS REBUDIVISION OF BLOCK 1 IN CLYDE FIRST DIVISION OF THE WEST
1/2 OF THE SOUTHERST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"
WORLD SAVINGS AND LOAN ASSOCIATION
a Federal Savings and Loan Association
LOAN NO. 59-25593-5

Each of my payments to Lender under this Paragraph 2 will be the sum of the following: (a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

Lender, unless the applicable law requires otherwise, I will make these payments on the same day that my monthly payments of principal and interest are due under the Secured Notes. If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to

- (B) Impound/Escrow Accounts
(ii) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

2. PAYMENTS FOR TAXES AND INSURANCE (A) Borrower's Obligations

I will pay to Lender, on time, all principal and interest due under the Secured Notes and late charges due under the Secured Notes.

1. BORROWER'S PROMISE TO PAY

I promise and I agree with Lender as follows:

COVENANTS

30197745

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

except for those which are of public record. Property to Lender and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property.

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

All of the amounts that I pay to Lender under Paragraph 2 below.

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(x) All of the rights and property described in subsections (ii) through (viii) of this Section that I acquire in the future;

(xi) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(xii) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(xiii) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(xiv) All rents or royalties and other income from the Described Property;

(xv) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(xvi) All buildings and other improvements that are located on the Described Property;

REAL ESTATE INDEX NUMBER: 18-29-403-017 VOL: 46

The property which is located at 2827 SOUTH 68TH COURT CICERO, IL 80860, is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

III. DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described below:

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a *lien*. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the

I will pay all taxes, assessments and any other charges and liens that may be imposed on the Property and that may be superior to this Security Instrument.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

First, to pay late charges due under the Secured Notes;
 Second, to pay prepayment charges due under the Secured Notes;
 Third, to pay any advances due to Lender under this Security Instrument;
 Fourth, to pay the amounts due to Lender under Paragraph 2 above;
 Fifth, to pay interest due under the Secured Notes;
 Sixth, to pay deferred interest under the Secured Notes;
 Last, to pay principal due under the Secured Notes.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any funds which Lender is holding at that time to secure the Secured Notes.

If, at the time payments of Impound/Escrow items are due, Lender has not received enough funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Impound/Escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

If an excess of funds remains after all Impound/Escrow items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me. If it exceeds \$25.00, or credited to my future monthly payments of funds. Any refund or credit to which I am entitled will be made once a year.

If Lender's estimates of the Impound/Escrow items are too high, the amounts that I pay under this Paragraph 2 will be too large.

Lender may not charge me for holding or keeping the funds, for using the funds to pay Impound/Escrow items, for analyzing my payments of funds, or for recording, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the funds unless (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the funds; or (b) the law requires Lender to pay interest on the funds.

Lender may hold the funds, except as described in this Paragraph 2. Lender will use the funds to pay the Impound/Escrow items. Lender will give to me, without charge, an annual statement of funds activity.

Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, ground rents and mortgage insurance premiums, which items will be called the "Impound/Escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Impound/Escrow items. The amounts that I pay to Lender for Impound/Escrow items under this Paragraph 2 will be called the "Funds."

Lender's Obligations

(b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

(c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

(b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

(c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY
I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appointing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must

the merger in writing.
I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to
I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if
costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim,
harmless. Lender and its employees, officers and directors and their successors from any claims, damages or
hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold
(federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any
not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or
I will keep the Property in good repair. I will not destroy or substantially change the Property and I will

8. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the
requirement for mortgage insurance ends according to my written agreement with Lender or according to law.
will not be greater than the sums Secured immediately before the Property is acquired by Lender or sold.

If Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will
belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before
the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds
will not be greater than the sums Secured immediately before the Property is acquired by Lender or sold.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured
Notes, that use will not delay the due date or change the amount of any of my monthly payments under the
Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or
changes.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the
insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds
to repair or restore the Property or to pay the sums Secured. The 30-day period will begin when the notice is
given.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied
first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then,
at Lender's option and in the order and proportion as Lender may determine in his sole and absolute discretion,
regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by
applicable law, to the sums Secured in a manner that Lender determines and/or (B) to the payment of costs and
expenses of necessary repair or to the restoration of the Property to a condition satisfactory to Lender, such
application to be made in the manner and at the times as determined by Lender.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any
other insurance on or relating to the Property or the Secured Notes and which are not specifically required by
Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and
Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may
do so.

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other
improvements that now are or in the future will be located on the Property. The insurance must cover loss or
damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other
hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time
required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender
may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and
renewals of the policies must include what is known as a "Standard Mortgage Clause" to protect Lender.

The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the
policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal
notices that I receive.

8. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE
I will obtain and maintain hazard insurance to cover all buildings and other
improvements that now are or in the future will be located on the Property. The insurance must cover loss or
damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other
hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time
required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender
may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and
renewals of the policies must include what is known as a "Standard Mortgage Clause" to protect Lender.

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other
improvements that now are or in the future will be located on the Property. The insurance must cover loss or
damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other
hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time
required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender
may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and
renewals of the policies must include what is known as a "Standard Mortgage Clause" to protect Lender.

5F42610K5

means that any one of us may be required to pay all of the Sums Secured. Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

9542745

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender, Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

Lender acts to have the Property sold after a Breach of Covenants as defined in Paragraph 2B. I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

Lender requests immediate payment in full or I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. I Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

I acknowledge the receipt of one confirmed copy of the Secured Notes and of this Security Instrument.

16. BORROWER'S COPY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and conditions including those for federal savings and loan associations, called "Federal Law", in the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

15. GOVERNING LAW; SEVERABILITY

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 4849 WEST 137TH STREET, CRESTWOOD, IL 60445. * * * * * A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1(C) above unless "Definitions of Words Used in this Deed of Trust" unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 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 permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Notes or by making a direct payment to Borrower. If a refund reduced principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

12. MAXIMUM LOAN CHARGES

90197745

9 0 4 9 7 7 4 5

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances to Borrower. Such loan will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED. IF THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

(I) LENDER RECEIVES A COMPLETED WRITTEN APPLICATION FROM TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;

(II) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE IN WRITING;

(III) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY LENDER (BUT NOT TO EXCEED 1% OF THE BALANCE OF PRINCIPAL AND INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS PAID TO LENDER; AND

(IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

THE LOAN MAY BE ASSUMED UNDER ITS THEN EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS 5 PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note of this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender, all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

90197745

UNOFFICIAL COPY

59-25593-5

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all sums secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

29. STATEMENT OF OBLIGATION

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

30. WAIVER OF HOMESTEAD

My right to any applicable homestead exemption in the Property is waived.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any riders signed by me and recorded in proper official records.

DEPT-01 RECORDING \$22.50
TW2222 TRAN 4550 05/01/90 12:01:00
#1108 # B *-90-197745
COOK COUNTY RECORDER

(SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW.)

BORROWERS:

Louis Presta
LOUIS PRESTA

Jeanine Presta
JEANINE PRESTA

90197745

90197745

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Louis Presta and Jeanine Presta his wife personally known to me to be the same person whose name(s) subscribed to the forgoing instrument appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

90197745

Given under my hand and official seal, this 30 day of April, 1990
Commission expires _____

Mary Ann Bunnell
Notary Public

"OFFICIAL SEAL"
Mary Ann Bunnell
Notary Public, State of Illinois
My Commission Expires 9/1/93

22.00 mail