UNOFFICIAL COP RECORD AND RETURN TO SEARS MORTGAGE CORPORATION 300 KNIGHISBRIDGE PARKWAY SUITE 350 LINCOLNSHIRE, IL 60069 DEPT-01 RECORDING T\$6666 TRAN 4026 06/25/91 09:30:00 \$6946 \$ H *~91~307480 COOK COUNTY RECORDER [Space Above This Line For Recording Data] 1 FUDER'S : 09-58-60520 MORTGAGE MAY 28 . 19 91 THIS MORTGAGE ("Security Instrument") is given on The Mortgagor is JAMES O. HARRISON, JR. AND JAMES O. HARRISON, MARRIED TO KAREN A HARRISON A BACHELOR

("Borrower"). This Security Instrument is given to

SEARS MORTGAGE CORPORATION which is organized and existing in Jer the laws of THE STATE OF OHIO address is 2500 LAKE COOK ROAD, MIVERWOODS, ILLINOIS 60015

, and whose

\$19.29

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED IMENTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS-----

Dollars (U.S. \$ 128,000.00-----). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on ULY 1, 2021 . 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the followin; described property located in

County, Illinois:

LOT 26 IN BLOCK 11 IN VINCENT, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31. TOWNSHIP (J FORTH, RANGE 14. EAST OF THE C/OPTS OFFICE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

P.I.N. 14-31-114-031-0000

which has the address of 2136 WEBSTER, CHICAGO Illinois 60647

[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 encumbrances of record.

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

ILLINOIS - Single Family - FHMA/FHLMC UNIFORM INSTRUMENT

6F(IL) 189071

Page 1 of 4

VAIR MORTGAGE FORMS = (313)293-8100 = (800)521-7291 XC18000

Form-3014 12/83



UNIFORM COVENANTS. 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. 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

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, sincer promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds let by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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 not applied 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 Paymen's Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicatifiest, 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 directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts

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.

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 secure a 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 pirt 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. 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 "extender coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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 or applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the restoration or repair is not economically leasible 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 kee's 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 50-usy 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.

requesting payment.



If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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 given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sums secured by this Security Instrument, whether or not then due.

Unless Lende, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due three of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower experiments and the companion of the companion of the sums secured by the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Bonower's successors in interest. Any forbearance by Lender in exercising any right or remedy

shall not be a waiver of or prechar the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the ivoic (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 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 accommodation, with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by his 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 the permitted limits, then (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender n.ey choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment c. fapiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable, a cording 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. If Lender exercises this option. Lender shall take the stars specified in the second paragraph of paragraph.

by paragraph 19. If Lender exercises this option, Lender shall take the staps specified in the second paragraph of paragraph

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

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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred 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.

If Lender exercises this option, 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Property of Cook County Clark's Office

13000

LINDA M. MALY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 3/24/93

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' lees, and then to the sums secured by this Security Instrument.

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

22. Walvers of Hornestead, 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, I'm 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 box(es)]

Ox	
Cot	
4	
Adjustable Rate Rider Condominium R.der Graduated Payment Rider Planned Unit Development Rider	1-4 Family Rider Other(s) [specify]
	omeros (specify)
BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverients co	entained in this Security Instrument
and in any rider(s) executed by Borrower and recorded with it. Witnesses:	
DAMES O HARRISON JR	(Seal) Borrower
X Yan O Gare Jame Char	rum la (Scal)
KAREN A. HARRISON, THIS DOCUMENT IS EXECUTED BY JAMES G. HARRISON KAREN A. HARRISON NOT AS MORTGAGOR, BUT SOLELY	Borrower
RIGHTS. ISpace Bolow This Line for Acknowledgment	(Seal)
	The second secon
State of Illinois	
County of Can SS.	
All less de conservation a Note	by Public in and for said Epunty, in the
State aforesaid, DO HEREBY CERTIFY THAT The C. Martinen A. State aforesaid, DO HEREBY CERTIFY THAT The Common to me to be the same per the King O. Martiner Department of the common and antimorphisms of the common and antim	de de subscribed
to the foregoing instrument appeared before me this day in person and acknowledged the said instrument appeared before me this day in person and acknowledged the said instrument as	erein set forth, including the release and
waiver of the right of nomescade.	<i>G</i> / ·
GIVEN under my hand and notarial seal, this	A.D. 19
1 Alla	Notary Public
A.D., 19	
My commission expires theday ofA.D., 19	" OFFICIAL SEAL "

nice

FORM 2164A

(COCB) [7]]48-020

FINCOLNSHIRE, IL 60069 THAT SCHETCHE This instrument was prepared by:

United States of America Vice Consul of the Holens R. Bordie

oikivit kyddyn

My Commission expires: Endoffinitelly.

16 to yab Oiven under my hand and official seal, this free and voluntary act, for the uses and purposes an lorth. and delivered the said instrument as paudis aus subscribed to the foregoing instrurrent, appeared beforeme this day in person, and acknowledged that , personally known to rise to be the same person(s) whose name(s)

that Karen A. Harrison-----

Helena R. Bordle

a Notely publicational for and popully and state do hereby certify Vice Consul of the United States of America

STATE OF ILLINOIS,

Instruction (Check applicable b is (es)]

in.

Adventage agreement of Column o supplement the coveracts and agreements of this Security Instrument as it the rider(s) were a part of this Security 23. Riders to th's Security Instrument. If one or more riders are executed by Borrower and recorded logether with this Security Instrument, the povenants and agreements of each such rider shall be incorporated into and shall amend and this Security Instrument, the povenants and agreements of each such rider shall be incorporated into and shall amend and

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21. Rolease, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of renfs, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the 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

paragraph 19, including, but not limited to, reasonable attorneys' tees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 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 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 specified in the notice may result in acceleration of the right to the sums secured at this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstant and the right to assert in the foreclosure proceeding the non-existence of a default or reinstant all partours of foreclosure proceeding the non-existence of a default or reinstant all partours of foreclosure proceeding the non-existence of a default or Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following NON-DNIFORM COVENANTS. Borrower and Lender luriner coverant and agree as follows:

UNOFFICIAL COPY



ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28th day of MAY , 19 91 , 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 Adjustable Rate Note (the "Note") to SEARS MORIGAGE CORPORATION. AN ONIO CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2136 WEBSIER, CHICAGO, ILLINOIS 60647

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S NOTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Let.der further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND WONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JULY , 19 92 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, a y interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury seculities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Inde (figure available as of the date 45 days before each Change Date is called the "Current Index."

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 v'-loice.

(C) Calculation of Changes

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 Juli on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new account of my monthly payment.

(D) Limits on Interest Rate Changes

(E) Effective Date of Changes

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

(F) 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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Famile Mae/Freddie Mac Uniform Instrument

Page 1 of 2

-822A (888)

VMP MORTGAGE FORMS # (313)293-8100 + (800)521-7291

Form 3111 3/85

Initials: 1994



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

Uniform Covenant 17 of the Security Instrument is amended 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 exercise this option II: (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 Lender'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 transferre to sign an assumption agreement that is acceptable to Lender and that obligates the transferre 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

Instrumentunless 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 its ther notice or demand on Borrower.

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

JAMES O HARRISON JR

Law (Suc)

KAREN A. HARRISON

Borrower

Borrower

THIS DOCUMENT IS EXECUTED BY KAREN A. HARRISON NOT AS MORTGAGOR, BUT SOLELY FOR THE THE PURPOSE OF EXPRESSLY WAIVING HOMESTEAD RIGHTS.

(Seal)

-Borrower (Seal)

P. + 2

Ensum To Forme On Arrange

Property of Coot County Clert's Office

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UNOFFICIAL COPY

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[Property Address]

I-4 HVMILY RIDER

TENDEU.2 1 00-28-20250

1-4 FAMILY COVENANTS, In addition to the covenants and agreements made in the Socurity Instrument, Borrower and Lender further covenant and agree as follows:

A. USU OF PROPERTY, COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the agreed in writing to the change. Borrower sind comply with all laws, ordinances, regulations and requirements of any governmental body.

B, SUBOREMATE LIEMS, Except as permitted by federal law, Borrower shall not allow any lien inferior to the Sectrily Instrument to be perfected against the Property without Lander's prior written

C. RENT LOSS INSURVINCE, Bortower shall maintain insurance against rent loss in addition to the other hazards for which insurance it to juited by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenent 18 is deleted.

E. ASSICIAMENT OF LEASE. Upon Lender's request, Borrower shall assign to Lender all leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or "errinate the oxisting leases and to execute new leases, in Lender's shall have the right to modify, extend or "errinate the oxisting leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E. the word "lease" shall mean "sublease" if the Security Instrument is no expectation.

F. ASSIGNMENT OF RENTS, Borrower uncontitionally assigns and transfers to Lender all the reals and revenues and tevenues and tevenues and tevenues and tevenues and tevenues of the Property. Borrower authorizes Lender's agents or Lender's Melica to Borrower of Borrower's breast or agreement in the Security Instrument, Borrower shall collect and receive all reals and revenues of the Property as trustee for the benefit of Lender and borrower. This assignment of reals and revenues at the Reperty as trustee for the benefit of Lender and L

security only.

Il Londer gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustoe for gives notice of breach to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Proporty and (iii) each tenent of the Proporty shall pay all rents the and receive all of the rents of the Proporty ability and to collect and receive all of the rents agent on Londer on Londer of the tenent.

Borrower has not executed any prior assignment of the rents and has not executed any prior assignment of the rents and has not executed any event many set that would prevent Londer from exercising its rights under this paragraph?

would provent Londer from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver only do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidated any other right or remedy of Lender. This assignment of rents shall not cure or waive any default or invalidated any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the data secured by the Security of Lender.

comodies permitted by the Security Instrument. G. CROSS-DEFAULT PROVISION, Borrower's delault or breach under any note of exceement in which Lender has an interest shall be a breach under the Security Instrument and Lender may any le any of the

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

86/01 OTIE m103	Freddie Mac Uniform Ingirument	MULTISTATE 1-4 FAMILY RIDER - FERRIG Mea/
	n Richts.	FOR THE PURPOSE OF WAIVING HOMESTER
,	EFA	HARRISON NOT AS MORTGAGOR, BUT SOLE
YOURE OF ATTORNEY	A. TUKSCHAIT IA	THIS DOCUMENT IS EXECUTED BY KAREN
Tewortod.	- Borrower against	KAREN A. HARRISON
(1892)	(180S)	the state of the s
nawornoff.	HOCTOWOR JAMES TO HARRISON	TAMES O HARBISON JR
(180S) - COSCASS	(180S) (180S)	and the survey of
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WAR MUNITER & 1 DINGS . (313)293-8100 . (800)521-7291

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