DEFT-OI RECORDING \$35.50 T#2222 TRAN 6738 06/15/92 12:46:00 #5097 # B #-92-427309 COOK COUNTY RECORDER

[Space Above This Line For Recording Data] .

MORTGAGE

10660352 - 1

THIS MORTGAGE ("Security Instrument") is given on STH 1992 The mortgagor is PAUL N. WITTRY, DIVORCED NOT SINCE

This Security in arument is given to SOURCE ONE MORTGAGE SERVICES CORPORATION (*Borrower*). Which is organization and existing under the laws of DELAMARE and whose address 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357 ("Lender").

Borrower owes Lend(r the principal sum of ONE HUNDRED HUNDRED AND NO / 170 TWELVE THOUSAND Dollars (U.S. \$ 112,500.00 ١. This debt is evidenced by Sorrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 187, 202

This Security Instrument secures to London: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 converto Lender the following described property located in this security. County, Illinois:

LOT 51 IN GROSS COUNSELMAN'S SULD VISION OF BLOCK 9 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST 1/4 OF THE CAITER OF LINCOLN AVENUE OF THE MORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL On Clork? MERIDIAN, IN COOK COUNTY, ILLINOIS. 14-29-118-023 VOL 487

92427509

which has the address of 1335 WEST WELLINGTON

Illinois

60657

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Froperty 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.

UNIFORM COVENANTS. Borrower and Lender covenint 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property: (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the

Form 3014 9/90

ILLINOIS-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 3016/1L/C/ALL/0000/0291

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and small the prepared, their interest, upon note the contract of their second their second to the contract of their second to the contract of their second to the contract of their second to the montage insurance of the contract of the contract of the contract of the montage insurance of coasses to be in effect, but the montage insurance in effect, it, for any reason, the montage insurance coverage insurance of coasses to be in effect, at a cost substantially equivalent to the cost to Borrower of the montage insurance previously in effect, the montage insurance soverage insurance coverage in the insurance insurance coverage in effect. Leader each month a sum equal to one-weethy and passed montages insurance soverage is net south the coast, montages insurance coverage in the coast, in montages insurance coverage in effect, of the postion of Lender section the period that Lender each montage insurance in effect, of the provide a loss resonal insurance coverage in the coast of the period that Lender each montage insurance in effect, of the provide a loss resonal until the required to maintain montages insurance in effect, of the provide a loss resonal, until the requirement for montages insurance in effect, of the provide a loss resonal, until the requirement for montages insurance in effect, of the provide a loss reserval, until the requirement for montages insurance in effect, of the provide a loss reserval, until the requirement for montages insurance in effect, of the provide a loss reserval, until the requirement for montages insurance in effect, of the provide a loss reserval, until the requirement for montages.

Security instrument, or there is a legal proceeding that may against make to beform the bootstates and against a face in the proceeding that may against make of Lender's dights in the Property (and the proceeding that may against make of Lender's dights in the Property and Lender's identity in the Property and Lender's identity of the Property and Lender's identity of the Property and Lender's identity of the Property to make repairs in round, appearing in round, paying reasonable statemay's fees and entering on the Property to make repairs. Although Lender may take sotion under this paragraph?, Lender does not have to do so.

Any amounts diebursed by Lender under this paragraph? I Lender does not have to do so.

Unless Sorrower and Lender agree to other terms of payment, these amounts shall beat impress from the date of diebursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Any amounts diebursed by the payable from the form the date of diebursement at the Note rate.

Any amounts diebursed by the payable from notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements of refined in this Interest. Berrows resert in terrenters or the trapenty or otherwise maintains in the less of the control of the Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property & certiforate, or commit waste on the Property. Borrower shall be in destaint if any toreitiers action or proceeding, whether only or chiminal, is centre in Lender's good feith upperty. Borrower shall be in destain of the Property or otherwise materially impair the lien created by the forcing instrument or Lender's security inpair the could result in fortesture of the Property or otherwise materially impair the lien created by the forcing instrument or Lender's security. 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowe's Loan Application; Leaseholds. Borrower shall satisfy days. At the execution of this Security instrument and satisfy days. At the execution of this Security instrument and compare the Property as Borrower's principal residence for at least one year also in occupancy, unless Lender otherwise agrees in which consent shall not be unreasonably withheld, or unless externusting which consent shall not be unreasonably withheld, or unless externus and external party of Application of Security in the Property of Security in Security.

pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition. Driess Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the perfect of the Property is and Borrower otherwise agree in writing, any application of the payments retend to in peragraphs t and 2 or change the am work of the payments retend to in peragraphs t and 2 or change the am work of the payments retend to the property prior to the pr

Demonstrates Lender and Borrower otherwise agree in writing, inex ran a proceeds shall be applied to restoration or repair of the Property Uniess Lender and Borrower otherwise and Economically leads to record the restoration or repair is economically leading and the restoration or repair is economically leading to the security would be lessened, the incurrent and the security would be lessened, the incurrent and the incurrent and the work of the security and the incurrent and the incurrent and the incurrent and the incurrence carrier has offered to action the repair or not then restored to repair or not the incurrence carrier has offered to action the incurrence proceeds. Lender may use the proceeds to repair or not steer the Property or to pay a sum secured by this Sec. Att. Instrument, whether or not then due. The Sc day pend will proceed to repair or not the process to pay a sum secured by this Sec. Att. Instrument, whether or not then the Property or to pay a sum secured by this Sec. Att. Instrument, whether or not the process to be pend with a process to restore the process of the pend the process of the pend.

Himsurance policies and renewals ahali be accepted, so Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, for over shall promptly give to Lender all receipts of paid premiums and renewal holders, in the event of loss, Borrower shall give prompt notice. On insurance certier and Lender. Lender may make proof of loss if not made.

Expense of the personal sections of the process of the process of the giving of the giving of the giving of the giving of the personal sections of

A. Charges! L.A. Borower shall pay all faxes, assessments, charges, fines and impositions stributable to the Property which and inspections are presented to the Property which are assessments, charges, fines and impositions stributable to the Property which are assessment, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the person owed payment. Borrower shall promptly furnish to the anidon to the amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to the motions of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to the motions and amounts to be paid under this Boundy instrument unless Borrower; (a) agrees in willing to the payments. Borrower shall promptly in the lens which in the Lender's opinion operate to prevent the anies of the lien in, legal protectings which in the Lender's opinion operate to prevent the anies of the lien in, legal protection and in the Lender's opinion operate to prevent the lien in, legal protectings which in the Lender's opinion operate to prevent the anies of the lien which may estimate the protection that the Bourrity Instrument. If Lender determines that any part of the protection of the lien which may are priority to the anies of the instrument of the Borrower a notice identify the intender determines that are protected to at his sections as forth above within its device. Borrower a notice identify the identification of the Borrower and protections are forth above within 10 days of the giving of notice.

3. Application of Payments. Unless applicable isw provides otherwise, all payments received by Lender under paragraphs 2; third, to interest due; second, to amounts payable under paragraph 2; third, to interest due; second, to amounts payable under paragraphs 2; third, to interest due; to third; to interest due; to the second set, to any late charges due under the Note.

Eacrow items so the head of the form of th

amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future payment of mortgage insurance premiums. These items are called "Escrow liems." Lender may, at any time, ootleot and hold Funds in an emount of mortgage insurance premiums. These socious account under the dederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C.§ 2601 of seq. (FESBA*), unless another the less than several a sesset an encount not to exceed the less than an amount not to exceed the less than a hold funds in an amount not to exceed the less than a new estimate at a second funds. If so, Lender may, at any collect and reachance of exceed that is a lesser.

9. 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.

10. 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

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 in which the fair market value of the Property in mediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured market is accordingly in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as the amount of the sums secured in writing or visited as a sum or visited as the amount of the sums secured in writing or visited as a sum or visited as the amount of the sums secured in writing or visited as a sum or visited a before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 Lander 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 such payments.

- 11, Borrower Not Released; Forebearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured to this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Brirower 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, name by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a wriver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and heavist 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 Note: (a) is co-signing this Security instrument print 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, modily, orbeat or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secur of by this Security Instrument is subject to a law which sets maximum loan charges, and that law is the interpreted so that the interest or older the interest or older is a support to a law which sets maximum loan charges, and that law 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 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 primit ed limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by reaking a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment, olders under the Note.
- 14. Notices. Any notice to Borrower provided funional Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another matthrid. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender this is 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 Borrower or Lender when given as provided in this paragraph.
- 18. Governing Law; Severability. This Security instrument shall be governed by federal 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 Piots which can be given effect without the conflicting provision. To this end the provisions of this Security 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 coursed 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 file S requirity instrument. However, this option, 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 extritted by this Security Instrument without
- runner 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 as if no acceleration had 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 take) 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 collegation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement 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 paragraph 17.

 18. Sale of Moter Change of Lean Bernisco. The history and sold acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security in (ment) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual translation. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remediation of any

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing aspestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration: Remedica. Lender chall give notice to Berrower arter to asseleration following Berrower's breach of a and or agreement in this Besurity instrument four not arter to acceleration under garagnesh 17 unless applicable law pro-rise). The notice chall aposity: (b) the delault; (b) the setten required to ours the delault; (c) a date, not less than 30 days so notice is given to Borrower, by which the delault must be cured; and (d) that failure to cure the delault on or before the

	"OFFICIAL SEAL" LISA A. SMITH Motary Public, State of My Commission Expres 10		
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<u> </u>	Line For Actinowledgement) County 86:		STATE OF ILLINOIS, COOK
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	PAUL N. WITTRY Society Number	12× 0	,
			Witnesses:
nts contained in this Security	a agrees to the terms and covens wer and recorded with it.	ower accepts and secuted by Borro	Other(a) [apeciny] BY SIGNING BELOW, Incirc instrument and in any rider(a)
second Home Rider	provement Rider	mieta 🗀	Balloon Ride
Biweekly Payment Rider	abiR Inempoleved InU t	Dennald [neduated Preyment Rider
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24. Riders to this Security instrument. If one or more riders are executed by Sorrower and recorded together with this Security instrument, the covenants and agreements of each such idea shall be incorporated into and shall amend and supplement the covenants and agreements in this Security instrument. (Check applicable box(ee))

23. Welver of Homestead. Borrower walves all right of homestead examption in the Property.

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

specified in the notice may result in acceleration of the sume secured by this Security instrument, leveleeure by judicial proceeding and sale of the frequenty. The notice shall further inferm Borrower of the right to release of the personne of a default or any other defence of Borrower to acceleration and proceedings in the ferrower to acceleration and address of Borrower to acceleration and proceedings. If the default is not curred on or before the date specified in the rather and may torestone this Security Instrument in full of all sums accured by this Security Instrument further may torestone this Security Instrument in full or all sums accurate the provided in this personner. Lender the entitied to expense incurred in pursuing the remedies provided in this paragraph 2.1, including, but not limited to, resconnels afternays' tose and costs of title evidence.

1-4 FAMILY RIDER ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 5TH day of JUNE
1992, 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 source one mortgage services corporation, a delaware corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
1335 WEST WELLINGTON
CHICAGO, IL 60657

(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoer en now or hereafter located in, on, or used, or intended to be used in connection with the Property, including but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing ceth tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, disposals, washers, disposals, washers, disposals, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, ceturets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leafehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH THE LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinarces, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitter by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected (gainst the Property without Lender's prior written permission.
 - D. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- E. BORROWER'S OCCUPANCY. Unless Lender and Corrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of in Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- F. ASSIGNMENT OF LEASES. Upon Lender's request, Borrow it shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" the Security Instrument is on a leasehold.
- G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall put the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, 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 Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage any Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Lorm 2170 9/90 (page 2 of 2 pages)

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

Pluer.

H. CROSS-DEFAULT PROVISIONS or default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies has an interest shall be a breach under the Security instrument.

Lander, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon the control of or Lender's agents or a judicially absolute or diving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rentsof the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Benagnaph. has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

THIS ADJUSTABLE RATE RIDER is made this 5.7 H day of J U N E 19.9.2., 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

SOURCE ONE MORTGAGE SERVICES CORPORATION, A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1335 WEST WELLINGTON, CHICAGO, IL 60657

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lend's further covenant and agree as follows:
A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

7.75000 %. The Note provides for changes in the The Note provides for an initial interest rate of adjustable interest rute and the monthly payments, as follows:

4. ADJUSTABLE INTEREST PATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates
The adjustable interest rate will pay may change on the first day of July , 19 95, a on that day every 12th month therefore. Each date on which my adjustable interest rate could change is called a 'Change Date.'

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "index" is the weekly average yield on United States Treat ury securities adjusted to a constant maturity of 1 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."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of the choice.

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2 , 7 5 0 0 0 %) 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%). Subject to the limits stated in Section 4(D) below, this rounded air out the will be my new interest rate until the next.

Change Date.

The Note Holder will then determine the amount of the monthly proment 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. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9 . 7 5 0 0 0 s than 5 . 7 5 0 0 0 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest / have been paying for the preceding 12 months. My interest rate will never be greater than Rate." 17.75000 % which is called the "Maximum"

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable 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.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on (1) if the first Change Date is 21 months or less from the date of this Note, the third, fourth or fifth Change Date, or (2) if the first Change Date is more than 21 months from the date of this Note, the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date". I can convert my interest rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so at least 15 days before the next Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note

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Holder, I must pay the Note Holder a conversion fee of U.S. \$ 100.00 the Note Holder any documents the Note Holder requires to effect the conversion. ; and (IV) I must sign and give

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30 year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years of less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plue five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

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

Until Borrows, exercises the Conversion Option under the conditions stated in Section B of this Adjustable

Rate Rider, Uniform Covanant 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 a s 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 Sricurity Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferse 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 also may 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 falls 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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 exercise; o / 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 falls to pay these sums prior to the explination 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 contain at in this Adjustable Rate Rider.

1) An in	32427000
PAUL N. WITHY Willy	-Borrower
	-Borrower
	-Borrower
	-Borrower

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