PARKATATES

. DEPT-01 RECORDING

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#4643 # D #--92-237378

COOK COUNTY RECORDER

2617

[Space Above This Line For Recording Date]

N. JONIAK

MORTGAGE

THIS HORTGARD (** The mointing of the BRIAN G. MARREN AND MARGARET M. MARREN, FORMERLY THE MOINTING OF THE MOI 92. The mortgage cia

KNOWN AS MARGARET M. ANDREONI, HIS WIFE ("Borrower"). This Security Instrument is given to MIDWEST BANK & TRUST COMPANY , which is organized and existing

, and whose address is

under the laws of ILLING/G 1606 N. HARLEM AVENUE

bollrower owes Lender the principal arm of NINETY-ONE THOUSAND AND 00/100 bollers (0.5. \$ ****91,000.00). This debt is). 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 APRIL , 2022 sequres to Lendor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other stas, (ith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (a) the performance of corrower's government and agreements under this Security Instrument and the Note. For this purpose, Norrower does hereby garage, grant and convey to Lender the following described property COOK located in

PARCEL 1: LOT 284 AND LOT 285 (EYGEPT THE SOUTH 15 FERT THEREOF) IN GEORGE F. NIXON AND COMPANY'S TELMINAL ADDITION TO WESTCHESTER, IN THE NORTH 1/2 OF SECTION 21, TOWNSI (1) 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 1/2 OF THE VACATED AND Y LYING EAST OF ADJOINING LOTS 284 AND 285 (EXCEPT THE SOUTH 15 FEET THEREOF) IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER ETC. Sert's Office

PERMANENT TAX ID. 15-21-110-054

which has the address of 1311 PORTSHOUTH AVENUE

(Stront)

60154

(*Property Address");

(Sip Code)

TOORTURE NITH all the improvements now or horeafter eracted on the property, and all easemonts, 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 seferred to in this Beourity Instrument as the "Property."

RORROWER COVENANTS that Borrower is lawfully select of the estate hereby donveyed 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 SECORITY 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 ...

Fannia Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014

8/90

Property of Cook County Clerk's Office

UNIFORM COVENANTS. Borrower and Lander govenant 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 propayment 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 shell pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Yunda") for: {a} yearly taxed and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessehold payments or ground rents on the Property, if any; (c) yearly hashed or property insurance premiums, if eny; (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 payment of mortgage insurance premiums. These items are called "Regrow Items," Lender may, at any time, collect and hold Funda in an amount not to exceed the maximum amount a lender for a federally related mortgage ioan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 17 U.S.C., 2601 at seq. ("RESPA"), unless another law that applies to the Funda sets a lesser amount. If so, lender may, at any time, collect and hold Funda in an amount not to exceed the lesser amount. Lender may estimate the amount of Funda due on the basis of ourrent data and reasonable astimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Secrew Items. Lender as not charge Borrower for helding and applying the Funds, annually analysing the escrew account, or verifying the Earow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a une-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be pick, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, to year, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the 'un's, showing credits and dubits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledger's additional security for all sums secured by this Becurity Instrument.

If the Funds held by Lender excitathe amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Recrow Item, mendue, Lender may so notify Borrower in writing, and, in such case Borrower shull pay to Lender the smount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Londor shall promptly refund to Sorrower any Funds hold by Lender: If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. CHARGES; LIENS. Borrower shall pay all taxes, and empires, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not aid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Sorrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Becarity Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement, attafactory to Lender subordinating the lien to this Becurity 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. Rorrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notices.

B. HAZARD OR PROPERTY INSURANCE. Sorrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" of any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the accurate 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. If Borrower fails to maintain coverage described above, for er may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance polities and renewals shall be acceptable to Lender and shall include a standard Morigaje clause. Lender shall have the right to hold the polities and renewals. If Lender requires, Borrower shall promptly give to I. Give 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 lose if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. If Sorrower 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 10-day period will begin whan 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 21 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. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendating directestances exist which are beyond Borrower's control. destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall he in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good feith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Hecurity Instrument or Landar's security interest. Borrower may ours such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be Gismissed with a ruling that, in Lendur's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lies orested by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all provisions of the lease. If horrower acquires fee title to the Property, the leasehold end the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. PROTECTION O' LENDER'S RIGHTS IN THE PROPERTY, if norrower fails to perform the governants 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 forfaiture 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 priving any sums assured by a lien which has priority over this decurity Instrument, appearing in court, paying reasonable att rn'y's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does n'n lave to do so.

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

- 8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this dequrity Instrument, Borrower shall pay the pre-iuma required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender Lapses or ceases to be in effect, Borrower shall pay the premiuma required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Burrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage in-roose premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and ration these payments as a loss reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the c, ion of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurar -, rowed by Lender again becomes available and is obtained. Borrower shall pay the premiuma required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ende in accordance with any ritten agreement between Borrower and Lender or applicable law.
- 9. [NSPECTION]. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give florrower notice at the time of or prior to an inspection specifying the reason for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for damague direct or consequent(a), in connection with any condemnation or other taking of any part of the Property, or for conveyen a 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 in which the fair market value of the Property immediately 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 traction: (a) the total amount of the sums secured immediately before the taking, divide, or hot the fair market value of the Property in which the fair market value of the Property in which the fair market value of the Property 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, unless Borrower and Lender otherwise agree in writing or views applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Becurity Instrument who her or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conductor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date on notice is given, Lender is authorised 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the wouthly payments referred to in paragraphs I and 2 or change the amount of such payments.

- 11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortivation of the sums secured by this Becurity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of 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 amortivation of the sums secured by this Bourity Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver 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 benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's governote and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Notes (a) is co-signing this Security Instrument only to mortgage, grant and convey that Sorrower's interest in the Property under the terms of this Security Instrument; (h) is not personally obligated to pay the summer secured by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Hote without that Borrower's consent.

13. LOAN CHARGES. If the leas secured by this Decurity 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 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 may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by sailing 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. Any notice to Lender shall be given by first class mail to Lender's sidess stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be desmed to have been given to Borrower or Lender when given as provided in this packgraph.

18. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the justishidation in which the Property is located. In the event that any provision or clause of this Security Instrument or the Nove conflicts with applicable law, such conflict shall not effect 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 Security Instrument and the Note are declared to by severable.

16. BORROWEP'S COPY. Sor: over 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 and Borrower is not a natural person) without and respect or written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Thatrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Becurity Instrument.

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

18. BORROWER'S RIGHT TO RENSTA'E. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discintinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may spacify 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 agreents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attories a fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lenger's rights in the Property and Borrower's obligation to pay the sacured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective (a if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note of partial interest in the Note (together with this security Instrument) may be edid 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 uncer the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the dote. If there is a change of the Loan Servicer, sorrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the treasen e, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Sorrower shall not do, nor allow in the 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, lawouit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous & betance or Environmental Law of which Borrower has actual knowledge. If Dorrower learns, or is notified by any governmental or reculatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Dorrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 29, "Maxardous Substances" are those substances defined as toxic or has/dous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleus are ducts, toxic pesticides and herbicides, volatile solvents, materials containing assestos or formaldehyde, and radioantive are risks. 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, eafety or environmental protection.

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

21. 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 paragraph 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 nonexistence 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, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreulate this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expanses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reaconable attorneys' fees and costs of title evidence.

22. RELEASE. Upon payment of all summe sinstrument without charge to Borrower. Sorrower sh	ecured by this Security Instrument, all pay any recordation ocets.	Lender shall release this security
23. WAIVER OF HOMESTEAD. SOFFOWER WALVE	a all right of homestead exemption an	the Property.
24. RIDERS TO THIS SECURITY INSTRUMENT, this Security Instrument, the dovenants and agreems supplement the dovenants and agreements of this Sec	nts of each such rider shall be incor	rporated into and shall amend and
(Check applicable box(ss)).		
[] Adjustable Rate Rider	() Condominium Rider	[] 1 - 4 Family Rider
() Graduated Payment Rider	[] Planned Unit Development Hider	() Niweakly Payment Rider
[] Salloon Rider	[] Rate Improvement Rider	() Beaond Home Rider
X) Other(s) (specify) FIXED/F	ADJUSTABLE RATE RIDER	
BY SIGNING BELOW, Forrower accepts and agree any rider(s) executed by Burnwar and recorded with		l in this Security Instrument and in
Witnessen:	9 · 0011111	
	1 side to Plant	(fleat)
	BRIAN G. MARREN	356-54-7531
O/F	Following Co	(Heal)
	MARGABET M. MARREN	320-54-4272
		Borrower
	' ()	
		Borrower
(Bpace	Below This Line (o. laknowledgment)	
	MAIL TO:	
APX MORTGAGE SERVICES, 195 N ARLINGTON HTS. F BUFFALO GROVE, IL 600		
		75
miller		0,5
STATE OF WINDS	}	175:
COUNTY OF DUPACE	} SS:)	C
The foregoing instrument was acknowledged before m	(glate)	March., 1992
MARGARET M. ANDREONI, HI	1. MARREN FURMERLY	KNOWN AS
MY COMMISSION EXPIRES: (0 - 21 - 95)	Jenny (Stander (SEAL)
'HIS INSTRUMENT WAS PREPARED BY: N. J	ONIAK "OFFICIAL S Jennifer Ge Notary Public, Sta My Commission Expire	mble { le of Iflinois

92237, 78

Property of Coot County Clark's Office

(10 Year Treasury Index - Rate Caps)

LOAN NO. 2617

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30TH day of MARCH , 19 92 , 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 Fixed/Adjustable Rate Note (the "Note") to MIDWEST BANK & TRUST COMPANY

(the "Lender")

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

1311 PORTSMOUTH AVENUE WESTCHESTER, IL 60154

[Property Address]

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of rate, as follows:

7.875 %. The Note provides for a change in the initial fixed

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of MAY 1 which is called the "Change Date".

1997

(B) The Index

At the Change Date, my interest rate will be based on an Index. The 'Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Date is called the "Currar Index".

If the Invex 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 this choice.

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding .TWO AND ONE HALF

percentage point(s) (2.500 %) 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 limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

(D) Limits on Interest Rate Change

The interest rate I am required to pay at the Change Date will not be greater than which is called the "Meximum Rate".

13.875 %,

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 10 YEAR TREASURY - Single Family - Pannie Mae Uniform Instrument Banking Forms Bupply Co., Inc. (900) 446-4865

Form 3176 11/89 UFT #3176 10/90

the first monthly payment date after the Change Date.

egnand to stad switcelft (3)

My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on

(F) Notice of Change
The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment be cliective date of any change. The notice will include information required by law to be given me and also the title and belone 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 snawer any question I may have regarding the notice.

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

	TYN CONTROL OFFICE
(IAoR) Newshod-	
(1892) ************************************	
	<u>1914</u>
(Seal) (Seal) (Seal)	The state of the s

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MULTISTATE FIXED/COLLECT RATE RATE FIDER - 10 YEAR TREASURY - Single Femily - Fennie Mee Uniform Instrument Page 2 to 1 to 1001 to 10001 to 10001 to 10001

UNOFFICIAL COPY