92296236

[Space Above This Line For Recording Data] -

MORTGAGE

\$1-01 + H +-92-296236

TEAN 1137 DA 130 172 1-144190

THIS MORTGAGE ("Security Instrument") is given on APRIL 20, 1992, COUNTY RECENCER The mortgagor is KE'NITH P. CONSCH. A SINGLE MAN NEVER BEEN MARRIED.

("Borrower"). This Security Instrument is given to NORWGOD FEDERAL SAVINGS BANK, DIVISION OF DEERFIELD FEDERAL SAVINGS. which is organized and existing under on laws of the United States of America , and whose address is 745 DEERFIELD ROAD, DEERFIELD, IL 60015

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

CARTOLI PETOPOING

EIGHTY-FIVE THOUSAND AND NO CENTS

). This deed as evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 85,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2022 . This Security Inscriment secures to Lender: (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 Soverity Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the New For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK

County, Illinois.

LOT 105 AND THE NORTH 15 PRET OF LOT 106 IN WILLIAM ZZIANKY'S SUBDIVISION OF BLOCKS 1, 2, 3 AND 4 IN RIDCE!AND, A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7. TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MEZIDIAN, IN COOK COUNTY, ILLINOIS.

13-07-316-024 PTN:

which has the address of

5046 N. NEW ENGLAND AVENUE Street

CHICAGO

[City!

Illinois

60656-3703 [Zip Code]

("Property Address");

ILLINOIS -- Single Family -- Famile Mac/Freddle Mac UNIFORM INSTRUMENT ITEM 1876L1 (8143)

Form 3014 9/90 (page 1 of 6 pages) Great Labor Burinous Farms, Loc. # To Order Colt. 1-800-530-6363. [] FAX: 816-791-1131

\$-1.50

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 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. Burrower 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 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 Londer 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 assessing its 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 premium. If any; (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in her of the payment of mortgage insurance premiums. These stems are called "Escruw Tenis." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Art of 1974 as amended from time to time, 12 U.S.C. § 2501 et seq. ("RESPA"), unless another law that applies to the runds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, bender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of outure Ferrow 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 Escrow Items, Lender may not charge Bornover for holding and applying the Funds, annually analyzing the escrow account, or venifying the Escrow Items, unless Lerdy pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection 17th his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be peop, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree witing, however, that interest shall be paid 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 piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts pennitted 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 Escrow Items when due, Lender ruly so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the delivency. 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, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, mnor to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time 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 assignific 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, 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (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 Iten. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

Form 3014 9/90 (page 2 of 6 pages,

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, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 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 Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lever 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 th: 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 eccupy, 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 he unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or hitherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower during the lean application process, gave materially false or inaccurate information or statements to Lender (or failed to ne vide Lender with any malerial 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 whold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fail, 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 for easier 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 Parower 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.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loak secured by this Security Insurance, Borrower shall pay the premiums 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 premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower 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 insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve her in her of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 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 fraction: (a) the total amount or one 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. In the event of a partial taking 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 officerwise 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 thir Security Instrument, whether or not then due.

Unless Lender (10) 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 Reviewed; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granied 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 comment 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 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 Boand; 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 Note: (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 accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Institution is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other ican 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 Bor owe; which exceeded permitted limits will be refunded to Eorrower. 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 it aligned 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 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 maile to Lender. Any notice w Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice w Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender what given as provided

in this naragraph

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and in 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 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 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

Form 3014 9/90 (page 4 of 6 pages)

applicable taw 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) 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 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.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this security Instrument) 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 mate the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain an cother information required by applicable law.

20. Hazardous insistances. 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 violetic) 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 residential 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 Hazaruous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remodulation of any Hazardous Substance affecting the Property is necessary, Borrower

shall promptly take all necessary remedial aroun in accordance with Environmental Law.

As used in this paragraph 20. "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the folk-wing substances, gasoline, kerosene, other flammable or toxic petroleum products, it is perfectles and herbicides, volatile solvents, materials. As used in this paragraph 20, "Environmental Law" me as federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protocuson.

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 comment 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 non-existence of a default or any other default. 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 evident all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonal le attorneys' fees and costs of title evidence.
- 22. 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.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

	C	ining Dide	3 4 E 3 514
Adjustable Rate Rider	Condom	ninium Rider	1-4 Family Rider
Graduated Payment Ri	der Planned	Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Imp	provement Rider	Second Home Rider
Other(s) (specify) A	Cultable Rate Comy	ventible Riger	
		the terms and covenants contain	ed in pages I through 6 of this
Security Instrument and in any ride	r(s) executed by Bostower	and recorded with it.	
Witness:		Witness:	
K The S			
KENNETH P. GONSCH	(Scal)		(Scal) -Borower
Social Security Number 324-40	-4074	Social Security Number	
	(Seal)		(Scal)
Social Security Number	In tower	Social Security Number	Barrower
Deale Security Names	C	Social Socially Ivanious	
TATE OF ILLINOIS,	S KA	County ss:	
1. 110.2/11.	and the	a Notary Dublic in	and for said county and state,
		in the name of the steel of	•
o hereby certify that			reco.
	, personally known to	me to be the same person(P) who	osc name(s)
	ent, appeared before me this	is day in person, and acknowled;	od that 😶 signed
abscribed to the foregoing instrume			
	• ;	free and voluntary act, for the	uses that purposes therein set
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nd delivered the said instrument as			uses paid purposes therein set
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nd delivered the said incrument as inch. Given under my hand and office of the commission as pires: OFFICIAL SEAL STINE K. FARRAHER			uses part purposes therein set
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Managing article	Sarcara Wallace	day of foreign	

ADJUSTABLE RATE CONVERTIBLE RIDER

THIS ADJUSTABLE	PATE CONVERTIBLE	RIDER 18 m	made this 💯	day of
Alenti	$\underline{}$, 19 , and $\underline{}$	s incorpora	ited into and	shall be
deemed to amend and si	upplement the Mort	gage (the	"Security In	istrument")
of the same date give:	n by the undersign	ed (the "I	Borrower") to	secure the
Borrower's Adjustable	Rate Convertible	Note to _	Deer Geda F	ederil Salir:
and an Asset Later	(the "Lender	(") of the	same date an	nd covering
the property described	in the Security	Instrument	and located	iat:
	<u> England Avenue</u>	C+ 1,444 A	11116 1 6	656-3713
		 		
	(Property Ad	ldress)		

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTALY PAYMENT. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE WATE TO A PIXED RATE, AND TO DEMAND ALL AMOUNTS DUE ON THE NOTE APTER & SPECIFIED DATE.

I understand the lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYIENT CHANGES

The Note provides for an initial interest rate of 5.5° . The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES PRIOR TO CONVERSION

(A) Change Dates

The initial Index will be established at the date of disbursement based on the Index in effect on the most recent prior twenty-fifth day of a calendar month. Thereafter, changes in the Index will be effective on the first day of the second calendar month ("the Change Date") following any change in the Index as may be in effect on the twenty-fifth day of each succeeding month thereafter, provided a Notice of Change has been given by the Note Holder to the Borrower.

(B) The Index

My interest rate will be based on an Index. The "Index" is the highest "Prime Pate" published from time to time in the "Money Rates" section of the Midwest Edition of the Wall Street Journal. The most recent Index figure available as of the twenty-fifth day of each month is called the "Current Index". If the Index is not published on that date, the most recent prior published highest "Prime Pate" will be 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 this choice.

(C) Calculation of Initial Interest Rate and Changes

1.) Initially, and before each Change Date affecting
any of the first six '6; regularly-scheduled monthly payments, the
Note Holder will calculate my interest rate by subtracting
percentage points (
Index. Thereafter, and before each Change Date affecting any
subsequent regularly scheduled monthly payment, the Note Holder
will calculate my incorest rate by addingler =percentage
points (t) to the Current Index.

2.) The interest rate will be subject to the limit(s) stated in Section 4(D) below

(D) Limits on Interest Rate Changes

My interest rate will never be greater than ninety-nine (99%) percent per annum.

(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.

(P) 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 menthly 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. The Notice of Change shall be deemed delivered when deposited in the U.S. mail, postage prepaid.

B. FIXED INTEREST RATE OPTION

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

12. PIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

Subject to the conditions set forth below, I have a Conversion Option which I can exercise unless I am in default or this Section 12(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 to the fixed rate calculated under Section 12(B) below.

The conversion can only take place upon my giving written notice to the Note Holder of my intent to convert any payment of the conversion fee hereafter stated, and complying with the below-stated consitions. The first business day upon which the Note Holder is in receipt of my notice and my conversion fee and all signed documents to effect the conversion is called the Conversion Date.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (1) I must give the Note Holder written notice that I want to do so; (1i) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (111) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one (1%) percent of the then outstanding unpaid principal balance; (1V) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (V) the Note Holder has not previously delivered to me a Demano-Nobree pursuant to Section 13 below.

Notwithstanding the foregoing conditions for coaversion, Borrower agrees that if any changes or additional documents are required by the Federal Home Loan Mortgage Corporation (CYHIMCT) as a presignisite to its purchase of this Note post-conversion, Borrower will consent to such changes and execute and deliver such documents. If, for any reason, FRIMC will not agree to purchase this Note post-conversion, or if Borrower fails to consent to such changes, and or fails to execute and deliver such documents, all terms of this Note shall remain unchanged, as though no conversion were made or attempted, and any conversion fee paid will be refunded to the Borrower. Under no circumstances will Lender or any holder of this Note be liable for any loss or damage resulting from FHIMC's refusal to purchase this Note.

(B) Calculation of Pixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation'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 this emerghths of one percentage point (0.375%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%). 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.

(C) Yew Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the fully amortizing monthly payment of principal and interest 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 monthly payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my second monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date. The Note Holder will calculate the amount of the last interest—only monthly payment due on the first day of the first month following the Conversion Date which I agree to pay timely.

C. DEMAND OPTION

The Note grants to the Note Holder a Demand Option, as follows:

13. DEMAND OPTION

At any time on or after June 1 , 2012 (provided that conversion to a fixed rate has not been accomplished in accordance with Section 12 hereof), the Note Holder, may, upon delivery of a Demand Notice to Borrower, demand payment in full of the entire unpaid principal balance hereof together with any and all accrued interest and any other sums due Note Holder hereunder or the Security Instrument securing this Note. A Demand Notice shall be sent to Borrower, which notice shall specify the due date ("the Due Date") of the loan, which date shall be at least ninety (90) days from the date of the Demand Notice. The Demand Notice shall be deemed delivered when

(2))

deposited in the U.S. mail, postage prepaid. All principal plus accrued interest, and any other sums due Note Holder, shall be due and payable in full on the Due Date specified in the Demand Notice. If Borrower fails to pay these sums prior to the Due Date, the Note Holder may invoke any remedies permitted by this Note and/or the Security Instrument securing this Note without further notice or demand upon Borrower. If the Note Holder sends a Demand Notice to Borrower, there will be no changes in the due date(s) of any of my monthly payments due thereafter, which Borrower agrees to timely pay.

D. RELEASE

Nor-Uniform Covenant 22 of the Security Instrument is amended to read as (o)lows:

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument upon payment by Borrower of a reasonable fee for the preparation and delivery of a release deed. Borrower and Lender, further agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or some of the Lender's rights under this mortgage, then Lender shall release chis Security Instrument without charge to Borrower, upon payment of all sums secured by this Security Instrument.

Burrower shall pay any recordation costs.

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

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Rev. 10/91)
(Form No. 2)