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THIS MORTGAGE ("Security Instrument") is given on 13TH, day of MAY, '1993. The '5008' 33.8.88 mortgagor is PIEDADE E MUDARTH AND the stand to remove that discretely year address. RAQUEL M MUDARTH HUSBAND AND WIFE CONTRACTOR OF CARROLS MORES FOREST TO ARREST TRACTOR

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION (CAPITAL) which is organized and existing under the laws of Minnesota, and whose address and is 111 E. KELLCGG BLVD., ST. PAUL MN 55101, ("Lender"). Borrover owes Lender the principal sum of the transfer research asserted --- and our some roll annealing same dates to taken or ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (U.S. 150,000.00). This debt is "evidenced" by "Borrower's "note of the dated the same date as this Security Instrument ("Note"), which provides 'for Battle monthly payments, with the full debt, if not paid earlier, due and payable on the months first day of JUNE, 2023. This Security Instrument secures to Lender: '(a) ' the '639.69 repayment of the debt evide cod 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 performing of Borrower's covenants and agreements bunder have this Security Instrument and the Mode. For this purpose, Borrower' does thereby mortgage, grant and convey to Lender the following described property located in 10 Year COOK County, Illinois: unchfahlund: diem atrobadu

LOT 9 IN BLOCK 4 IN LAKEWOOD MANOR, BEING A SUBDIVISION OF THE WEST 30 ACRES OF 8589 THE EAST 40 ACRES OF THE SOUTH 60 ACRES CF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE EAST 40 ACRES OF THE SOUTH OF ACCESS OF THE THIRD PRINCIPAL MERIDIAN, ST (SPENDS) SECTION 30, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ST (SPENDS) AND ACCESS OF THE PRINCIPAL MERIDIAN AND ACCESS OF THE PRINCIPAL MERID IN COOK COUNTY, ILLINOIS.

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which has the address of 3528 GREENWOOD AVENUE, The STATE WILMETTE abjection and arrange [Street]

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Illinois 60091-

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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 automorphism Instrument as the "Property."

BORROWER COVENANTS that Sorrower is lawfully seized of the estate hereby conveyed and has the right and its conveyed and has the right and its conveyed and has the right and its conveyed and has the right and conveyed and convey to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances attingert and of record. Borrower warrants and will defend generally the title to the Property against all claims and $and \frac{attingert}{add}$ and $\frac{attinger}{add}$. 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.

PAGE 1 OF 6

ILLINOIS-Single Femily-Fannie Mae/Fredddie Mac UNIFORM INSTRUMENT Form 3014 9/90

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UNIFORM COVENANTS. Borrous Int. (nde) Toverent integral Attous COPY

1. Payment of Principal and Interest; Prepayment and Late Charges. Corroler 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 Lander, Sorrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funda") 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 Sorrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount now to exceed the maximum amount a lender for a federally related mortgage loan may require for Sorrower's escrow account under the federal Real Estate Sattlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the besis of current data and reasonable estimates 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 ontity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender that apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require former to pay a one-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 paid, Lender shall not be required to pay Borrower any Interest or earnings in the Funds. Borrower and Lender may agree in writing, 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 weblits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Sorrower for the excess Funds in a contance 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 may so notify Borrower in writing, and, in such (as) Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twalve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Sicurity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, and I apply any Funds held by Lender et 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 Lander under paragraphs 1 and 2 shall be applied: first, to any prepayment, marges 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, 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 may are provided in personable 2, or if not paid in that monner, Borrower shall pay them on time directly to this 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 Incomment 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; or (c) in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) seminasting the lien an agreement satisfactory to Lender subordinating the lien to in's Security instrument. If Lender determines that any part of the Property is subject to a lien which me, attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the regiving 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 for the periods that Lender requires. The insurance cerrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If florower 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. Lander shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of policies 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.

PAGE 2 OF 6

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be applied to naurance proceed Kio Larap or mically feasible and restoration or repair of t tendents security is not tessened, if the restoration or repair is not economically feasible or Lendents security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whather 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 Mettle a claim, then Lendar 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.

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.

Preservation, Maintenance and Protection of the Property; Borrower's Loan 6. Occupancy, 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 residence within sixty days after the execution of this security instruments. The property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property as Borrower's principal residence for at least one year after the date of occupancy, unless the property of the property as the property of the pr Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or the strainer with extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Proporty allow the Property to deteriorate, or commit waste on the Property. Borrower' shall stall allow be in default if any vorfeiture action or proceeding, whether civil or criminal, is begun that in Lender's inclined to good faith judgment (ould result in forfeiture of the Property or otherwise materially impair the lien (1) and the control of the Property or otherwise materially impair the lien (1) and the control of the Property or otherwise materially impair the lien (1) and the Property o created by this Security Distrument or Lendor's security interest. Borrower may cure such a default and reinstate, as provided in prograph 18, by causing the action or proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of proceeding to be dismissed with a ruling of the action of the acti that, in Lender's good faith decermination, precludes forfeiture of the Borrower's 'interest in the 'sate to be a Property or other meterial impairment of the lien created by this Security Instrument or Lender's security to the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave officer or materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection (it) for loan evidenced by the Note, including, but not limited to, representations concerning Borrower's cacupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall to ply with all the provisions of the lease." If Borrower acquires fee title to the Property, the leadabled 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 fails to perform the covenants O of the second 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 the state of the st condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is well if necessary to protect the value of the Property and Lender's lights in the Property. Lender's actions may include paying any sums secured by a lien which has priority are this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Propurty to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so... 11 96

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

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the partnership of the tion and the out mortgage insurance in effect. If, for any reason, the mortgage insurance coverage insurance in effect. 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 lost 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 fortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in iffect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. (Loss reserve payments may no longer be required, at the option of Lender, if mortgage .insurance coverage (th) 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 a manage prior the inspection.
- connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of heart administration condemnation, are hereby assigned and shall be paid to Lender. 71. C. S. S. SEC. Conversion against and the training that the training

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ILLINOIS-Single Family-Farmie Mas/Freddie Mac UNIFORM INSTRUMENT

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In the event of a total taking of the property, the protect shall be applied to the Yuma secured by this Security Instrument, whether or not then due, with any excess paid to sorrower. 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 summ 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 (mmediately 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 Sorrower 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 Burrower, or if, after notice by Lender to Burrower 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 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 such rayments.

- 11. Borrower Lot Released; Forbearance By Lender Not a Weiver. Extension of the time for payment or modification of amphilization of the sums secured by this \$zcurity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Sorrower or Borrower's successors in finerest. Lender shall not be required to commence proceedings against any successor in interest of the upe 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 follow ance 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; Consigners. 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 primgraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this fecutity Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Kontenge, 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 summary secured by this Security Instrument; and (c) agree that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with lagard 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 Instrument is subject to a law which sets meximum loan charges, and that law is finally interpreted so yis: the interest or other loan charges collected or to be collected in connection with the loan except the permitted (imits, 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 timils will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed order 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 mailing it by first class mail unless applicable law requires use of enother method. The notice shall be directed to the Property Address or any other address Sorrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stand 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 is agraph.
- 15. 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 of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not 'affect other grovisions of this Security Instrument or the Note which can be given effect without the conflicting covision. To this end the provisions of this Security Instrument and the Note are declared to be geverable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security
- 17. Transfer of the Property or a Beneficial Interest in Sorrower. 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 data 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 Sorrower must pay all sums secured by this Security Instrument. If Borrower felia 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.

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18. Borrover's Right rover 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 Borrowers (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, rescondule 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 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, $e^{H=0.041RG}$ or relegae of any Mazirdius Subatances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affection the Property that is in violation of any Environmental Law. The preceding two interprets of sentences shall not apply to the presence, use, or storage on the Property of small quantities of C^{μ} ($PROB^{\mu}$ Hazardous Substances that are renocally recognized to be appropriate to normal residential uses? and to COM HOLDINAR maintenance of the Property.

Corrower shall promptly give tender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or rigulatory agency or private party linvolving the Property and any distinctional Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower tearns, or is notified by any governmental or regulatory executity, that any removal or other remediation of any hospital that Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary asserting this remediat actions in accordance with Environmental Law.

As used in this parsgraph 20, "Nazardous Suratunces" are "those substances defined as "toxic or implies noving hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticices and herbicides, volatile solvents, materials absoluence yet containing asbestos or formaldehyde, and redicactive majorials. As used in this paragraph 20, "Environmental Law" means federal Laws and Java of the Jurisdiction where the Property is located that relate to health, mafety or environmental projection.

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

21. Acceleration; Remodies. Lender shall give notice to Borrower prior to acceleration with sight following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to all tee) (80) 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 true than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (1) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrows to acceleration and H ISM ARCHAR 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 Latrument Without 1001884 .] (() further demand and may foreclose this Security Instrument by judicial proceeding. Letder whall be 198 MIGHT IN THE PROPERTY OF AREA IN COLUMN 24 10 AREA IN entitled to collect all expenses incurred in pursuing the remedies provided in this programme 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release. 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 this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

(X) Adjustable Rate Rider

[] Condominium Rider

[] 1-4 Family Rider

[] Graduated Payment Rider

[] Planned Unit Development Rider [] Biweekly Payment Rider

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[] Rate Improvement Rider

[] Second Home Rider

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[] Other(a) (specify)

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ADJUNIA BELGIATE RIGHRY

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

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is a particular of the first of the control of the state of the control of the co THIS ADJUSTABLE RATE RIDER is made this 13TH day of MAY, 1993, and dis the transfer 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 MORTGAGE CAPITAL CORPORATION (the "Lender") The Mortal Control of the State of the St of the same date and covering the property described in the Security Instrument WHISTER BURGHARDS COUNTY TO THE GARAGE and located at: 3528 GREENWOOD AVENUE, WILMETTE, IL 60091comment of the west transported the engineering of 123 (Property Address) distribution of the contract of

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE VINTERBET RATE AND THE MONTHLY PAYMENT. THE MOTE LIMITS THE AMOUNT ! THE BORROHER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND The street of the THE MAXIPON RATE THE BORROWER MUST PAY, THE NOTE ALSO CONTAINS THE A CASE ASSESSED. OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE. ...

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STREET, ST. BOX TOY OF BUILDING ADDITIONAL COFENANTS. In addition to the covenants and agreements amade (in a set) the Security Instrument, Borrower and Lender further covenant and agree as and follows: The second of the sec

The Note provides for an initial interest rate of 5.500%. The Note provides set for changes in the adjustable interest rate and the monthly payments, as follows: comp attication of the twist was to be a superior to the , ; v. The same of the Appropriate to the partition of

- 4. ADJUSTABLE INTEREST RATE AND JONTHLY PAYMENT CHANGES 1980 OF 18 and the talescaped year
- San business of motion topical (A) Change Dates The adjustable interest rate I will pay may change on the first day of JUNE, 1994, and on that day every 12th morel thereafter. We Each date on which may want adjustable interest rate could change is called a "Change Date." | That months of the
- The second of th (B) The Index (The Interest of the Interest) (B) The Index

 Beginning with the first Change Date, my adjustable interest rate (will nibe) not based on an Index. The "Index" is the weekly average yield on United States: 17-Treasury securities adjusted to a constant maturity of 1 year, as made available more by the Federal Reserve Board. The most recent Index figure available as tof the the date 45 days before each Change Date is called the Current Index. " 1 Total continuous If the Index is no longer available, the Note Hold will choose a new index 4000 that is based upon comparable information. The Note Holder will give me notice of high

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acceptable to this term

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this choice.

(C) Calculation of Changes Before each Change Date, the Note Holder will calculate ty new interest rate by adding two and three-fourths percentage point(s) (2.75%) to the Current Index. The Note Rolder will then round the result of this addition to the nearest of the one-eighth of one percentage point (0.125%). Subject to the limits stated in 8.70% Section 4(D) below, this rounded amount will be my new interest 'rate until the 'fe' next Change Date.

The Note Holder will then determine the amount of the monthly payment that that would be sufficient to repay the unpaid principal that I am expected to me at "2" 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 rete in amount of my monthly payment. See Section to the All Problems of the Month Section of the Month Section (1997).

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not $^{\circ}$ be greater than 7.500% or less than 3.500%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two one to percentage point(s) (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.500% which is called the "Maximum Rate." which is called the "Maximum Rate." TO BE THE STATE OF A TREE OF A COMMON AND AND BOOK OF THE STATE

was the english of the about the engineering door little wash (E) Effective Date of Changes (E) Effective Date of Changes

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

PAGE 1 OF 3

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post may be a garage.

(P) Motice 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. Cotton Bridge to the Sattleway

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:

PIXED INTEREST RATE CONVERSION 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" a 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) Falow. Is touch a fit in the 15 of 15 of 150 by the received that imply one

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Bach date on which my adjustable interest rate can a convert hato a the

that I want to do so; ('I) I must have been current with respect to all payments a due on this Note each morth for the twelve months prior the the date. I want to convert; (iii) by a date specified by the Note Holder, I sust pay the Note Holder a conversion fee of U.S. \$250,20; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion. 2000,000 9,664 100,660 12

(B) Calculation of Fixed Rata

My new, fixed interest rate with be equal to the Federal National Mortgage Association's required net yield as of A date and time of day specified by the 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 or lwsa, (15-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%). 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 permants. 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

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

any part 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 some second. require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option 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 of applicable law. London May Charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferse to sign an assumption agreement that is acceptable to Lender and that obligates the transferse 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 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.

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 C1 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 Traperty 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 is 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 the option, Lender shall give Borrower notice of acceleration. The notice thall 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 Inscriment. If Borrower fails to pay these sums prior to the expiration of this period, Index 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 contained in this Adjustable Rate Rider.

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