WORLD SAVINGS AND LOAN **ASSOCIATION** 

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN CENTRAL PROCESSING CENTER DOCUMENTATION DEPARTMENT 2420 WEST 26TH AVENUE DENVER, CO 80211

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FOR RECORDER'S USE ONLY

MORTGAGE

THIS IS A FIRST MORTGAGE

LOAN NO. 9078431

THIS MORTGAGE ("Security Instrument") is given on JUNE 29, 1893. The mortgagor is SAMIR KATALIL AND TAMARA KHALIL, HUSBAND AND WIFE

DEPT-01 RECORDINGS \$39.50 T#0011 TRAN 5355 07/01/93 10:24:00 #1411 # #-93-505570

COCK COUNTY RECORDER

("Borrower") This Security Instrument is given to WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNEES, which is organized and existing under the laws of the United States, and whose address is 1901 HARRISON STREET OAKLAND, CALIFORNIA 94812 \* Borrower owes Lender the principal sum of ONE PUMDRED SEVENTY TWO THOUSAND \$172,500.00) This debt is evidenced by Borrower's note dated the same Dollars (U.S. date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 01, 2023. This Security instrument secures to Lender (a) the repayment of the debt avidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COCS County, Illinais

SEE EXHIBIT "A" ATTACHED, INCORPORATED HEREIN BY REFERENCE

REAL ESTATE INDEX NUMBER.

VOL

23-10-408-007 23-20-408-008

151

which has the address commonly known as

8851 WEST 102ND STREET PALOS HILLS, IL

("Property Address")

TOGETHER WITH all the improvements now or hereafter elected on the property, and all easements, rights, appurtenences, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security instrument as the \*Property.

ILLINGIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT FORM 3014 9/90

5D+58A +10,22,92 A64A

UNITERSAL



## UNOFFICIAL COPY

LOAN NO. 9076431

THE WEST 226 FEET (EXCEPT THE WEST 113 FEET THEREOF) OF LOT 22 IN FREDERICK H. BARTLETT'S PALOS HILLS SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

BORROWER COVIDERS IN Force of Levelly lesses of the state hereby conveyed and has the right to mortgage, grant and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes 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 hazard or property insurance premiums, (a) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items" itender 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 recount under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2801 et seq. ("RESPA"), unless another law that applies to the Funds soft 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 basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in a cordance 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 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 Borrower to pay a one-time charge for an independent real astate 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 on the Funds Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds cender shall give to Borrower, without charge, an annual accounting of the Funds, showing cradits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for 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 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 may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount 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, 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, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Agreement

- 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, 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 property destance of his which has princity over this Security instrument as Borrower (a) agree in writing of the payment of the of ligation secured by the lien in unless Borrower 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 lien Borrower shall satisfy the ilen or take one or more of the actions set forth above within 10 days of the giving of natice

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to rmeintain 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 hander 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 Lengir'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 Bor ower 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 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 requisition shall pass to Lender to the extent of the sums secured by this Security Instrument I proediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, estsalist, 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 continue 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 extenuating circumstances 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 to default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lendar's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security Interest Borrower may once 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 loan application process, gave materially false or inaccurate information or statements 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 the provisions of the lease if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing

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7. Protection of letter's Highs in this Security matrument, or there is a legal proceeding that may significantly affect Lunder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

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

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the toan secured by this Security Instrument, 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 mor gage insurance coverage is not available. Borrower shall pay to Lender each month a sum ecial to one-twelfth of the yearly mortgage insurance premium being pald 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 in lieu 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 Affect, 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 Borrows 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

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 Sacurity 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 (a) (b) the fair market value of the Property Immediately before the taking Any balance shall by paid to Borrower In the event of a partial taking of the Property in which 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 unless poplicable 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 falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to the 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 payments.

- 11. Borrower not lettesed proved ance By ender Not a Veren Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower 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 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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the 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 Instrument is subject to a law which sets maximum toan charges, and that law is finelly 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 Sorrower 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 reducer 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 mall 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 Ariy notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security It strument shall be governed by federal law and the law of the jurisdiction in which the Property is located in the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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 Runsitte. I Borrower meets entit orditions, Borrower shall have the right to the endocrment of this Source instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreement, (c) pays all expanses 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 and the obligations secured hereby shall remain fully effective as if no 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 naw Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous substances. Borrower shall not cause or permit the presence, use, disposal, storage, or relate of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow a scene 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 Lander written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Submission or Environmental Law of which Borrower has actual knowledge. If Borrower learns for is notified by any governmental or regulatory authority, that any removal or other remadiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

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

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

- 21. Acceleration: Remedies. Lender shall give notice to Borrov er 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 sociated by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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 this Security Instrument to Borrower Borrower shall pay any recordation costs
- 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

Adjustable Rate Rider	1-4 Family Rider	Condominium Rider
Planned Unit Developn	nent Rider X Quick Qualifying Ride	r Fixed/Adjustable Rate Rider
Other(s) [specify]		Neto Niuer
in this Security Instrument	Borrower accepts and agrees to the tand in any rider(s) executed by Borro	wer and recorded with it.
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ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

24. Riders to his security instrument. All oncor more rivers 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)]

ASSOCIATION

WHEN RECORDED MAIL TO: WORLD SAVINGS AND LOAN CENTRAL PROCESSING CENTER DOCUMENTATION DEPARTMENT 2420 WEST 28TH AVENUE DENVER, CO 80211

FOR RECORDER'S USE ONLY

RIDER TO SECURITY INSTRUMENT BORROWER'S WARRANTY OF FINANCING TERMS "QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 9078411

DATE: JUNE 29, 1993

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the Security instrument of even date to which this Rider is attached as well as the note which said Security Instrument secures ("Note"). To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or the Note, the provisions of this Rider and prevail and shall supersede any such inconsistent provisions.

As an inducement for World Savings and Loan Association, a Federal Savings and Loan Association, its successors and/or assigness, ("Lender") to make the loan secured by the Security Instrument (Loan) Borrower has represented the following to Lender: (a) that Borrower currently has no other outstanding "Quick Qualifying loans with Lender; (b) that no separate escrow is planned or has been initiated on this Property; (c) that in the case of a purchase transaction (1) that the transaction is a bona fide purchase transaction; (2) that the down payment paid in reference to the Loan was a cash down psyment; (3) that the down payment was paid with Borrower's own funds; (4) that the payment of the down payment did not result in an adjustment to the sales price of the Property; and that (5) there were no credits to the down payment or other similar financing arrangements.

Borrower acknowledges that Borrower has made the foregoing representations and disclosures to Lender in order to induce Lender to make the Loan evidenced by the Note or notes which the Security Instrument secures, and that Lender would not have made said Loan in the absence of said representations and disclosures. Accordingly, it shill be reasonably presumed that any secondary financing obtained or escrow opened on the Promotty within six (6) months of the date first appearing above shall be for the purpose of acquiring or obtaining further financing on said Property and shall therefore be deemed a breach of Borrower's warranty to Lender, and further shall be deemed a material misrepreservation and a failure to disclose a material fact to Lender.

in the event that Borrower has made any material misrepresentation or failed to disclose any material fact, Lender at its sole option and without prior notice, shall have the right, notwithstanding anything contained in the Note or Security Instrument to the contrary, to either (a) declare the indebtedness secured by the Security Instrument, Irrespective of the maturity date specified in the Note, immediately due and payable or (b) increase the then applicable current interest rate, as well as the initial interest rate if the Note is an adjustable rate Note (as these terms are defined in the Note), pursuant to the terms of the Note and Security Instrument, on any sums owing under the Note, to an interest rate which is two

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percent (2%) greater than the aforesaid then applicable current interest rate, for the remaining term of the Note, and thereafter modify the monthly installments pursuant to the terms of the Note and Security instrument to permit amortization of the Loan at such new rates by the end of the original term thereof

The rights of Lender horeunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law

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Mailing Address 8851 WEST 102ND STREET PALOS HILLS, IL 80465

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT