93555912

COOK COUNTY, ILL INGIS

... Ill. 10 Vit 6: 58

93555912

### **MORTGAGE**

011954566

AMK

THIS MORTGAGE ("Security Instrument") is given on JULY 13, 1993 mortgager is FREDI(RTCK G BECKER AND NANCY J BECKER, HIS WIFE

. Tho

("Borrower"). This Security leate ment is given to \_\_\_\_\_ ET. PAUL PROBRAL BANK FOR EAVINGE

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 6700 W. NORTH AVE, CHICAGO, ILLINOIS 60635

("Lunder"). Borrower owes Lender the principal sum of FIFTY FIVE THOUSAND AND 00/100

Dollars (U.S. 7 55,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on \*\*NUCL'22 1, 2023 . This Security Instrument 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 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Barrower does hereby merteage, grant and convey to Lander the following described property located in \*\*COOK\*\*

THE PNORTH 47 FEET OF THE SOUTH 50 PEET OF LOT 20 1M MOESTER & ZANDER'S SUBDIVISION OF BLOCKS 1, 3, 4, 5, 6, 7 AND THE WEST 1/2 OF BLOCK 2 IN WIRT & GILBERT'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 40 ACRES THEREOF) OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERUDIAN. IN COOK COUNTY, ILLINOIS.

PIN #13-22-313-005-0000

Which has the address of

3345 KEATING N

CHICAGO

Illinois

Pasheospillingsphr

60641

("Property Address");

(Zip Code)

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ILLINOIS--Single Family--Fannia Mae/Fraddie Mac UNIFORM INSTRUMENT 2396 SEP 91

BOX 333

(Street)

EBK 17070LT1/MORTPG1

93555912

TOGETHER WITH all the improvements now or hereafter erected on the property; and all endemorps, 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. 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 coverants for national use and non-uniform coverants 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 the 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 ("Panda") for: (a) yearly taxes and assessments which may attain priority over the 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 sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment or mortgage insurance premiums. These items are called "Bacrow Items." Lender may, at any time, voltes and hold Funds in an amount not be exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's excrow account under the federally related Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another new that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not be 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 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 in 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 estate tax reporting service used by Lender in commect on 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 begree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an increase accounting of the Punds, showing credits 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 a plicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the liserow Items when due, Lender in y 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 shell promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, funder, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale at a credit against the sums secured by this Security Instrument.

- 3. Application of Phyment. 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 any myable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Nr. e.
- 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 fien 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 lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 entrier 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 Horrower 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 Linder 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 Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due due 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 acquiration.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy exhibish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and small continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances (xi); which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to dete for ite, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceedings, whether civil or cannual, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the hen created by this Security Instrument or Lender's 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 lost ament or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave and rially false or inaccurate information or atatements to Lender (or failed to provide Lender with any material information) in consection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the Base. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to are merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails o perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly street Lender'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 recurred 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 loan accured 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 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 in licu

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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 Horrower 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.

19. 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 accured 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 accured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accured 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 accured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the smount of the sums secured immediately before the taking, unless Borrowe, and Lender otherwise agree in writing or unless applies 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 abracloned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for contages, 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 Horrower oth two cagree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; For sevence By Leader Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Leader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Leader 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 Leader 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 Liabilate; 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, furbear 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 low which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected of to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the (mount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Piote 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 another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's 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 Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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.

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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 Heneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Horrower 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 accured 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. This 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 finits 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 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. These 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, casonable 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 small continue on lenged. 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 paragrapy's 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 time a without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects munthly exyments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer u related 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 1d above and applicable law. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower shall promptly give Lemler written notice of any investigation, claim, demand, lawauit, or other action by any governmental or regulatory agency or private party involving the Proper y and any Hazardous 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 remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in necordance 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 following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum and herbicides, volatile solvents, materials containing asbestos or fermaldehyde, and a linetive 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 Lendor further covenant and agree as follows:

- 21. Acceleration; Remedies. Leader shall give notice to Borrover prior to acceleration following Borrover's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragree 17 unless applicable taw 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 Borrover, 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 Borrover 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 Borrover 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 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 soms secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Horrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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011954566

this Security Instrument, the coven-	ants and agreements of each such rid-	re executed by Borrower and recorded together with er shall be incorporated into and shall amend and the rider(s) were a part of this Security Instrument.
Adjustable Rate Rider	Condominum Rider	1-4 Pamily Rider
<del></del>	<del></del>	· · · · · · · · · · · · · · · · · · ·
Graduated Payment Rider	Planned Unit Development Ride	<del>[</del> ]
Halloon Rider	Rate Improvement Rider	Second Home Rider
Cher(n) [apecify] LOAN	RIDER	
BY SIGNING BELOW, Born and in any rider(s) executed by Born	rower and recorded with it.  TALLULA  FREDERICK G	BECKER  Becker  Geal)  Becker  Geal)  Becker  Becker  Becker  Becker  Becker  Becker  Becker
	NANCI J BECN	r.K
		(Scal) -Borrower
15.0	, Co,	(Seal) -Borrowor
	We nemia this type can been with	Autor
STATE OF ILLINOIS, LUDAR	County es:	
. Senner Paldri	County un:	
a Notary Public in and for said count	ly and state, certify that	
FREDERICK G BECKER AND	NANCY J BECKER, HIS WIFE	••••••••••••••
SIMILER HIM METITERS HO INVESTORS IN	in this contraction of the same of the contraction of	ann, and acknowledged that
Given under my hand and offic	inl scal, thisday of	July 1992
My commission expires:	Cienna Port	CCCC Holory Phillips
"OFFICIAL SEAL" JENNIFER BALDRIDGE Notary Public, State of Illinois My Commission Expires 2/16/97		Holory Mahila

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### LOAN RIDER

LOAN NO. 011954566 DATE JULY 13, 1993

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Londor") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

3345 REATING N

CHICAGO

IL 60641

### (PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Borrower

PREDERICK G BECKER

Borrower

NANCY J BECKER

Borrower

Borrower

D11954566

### 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER IS IT	nade this 13TH day of Ju	<u>LY 1993</u> and (
incorporated into and shall be deem	ed to amend and supplement the	Mortgage, Deed of Trust or
Security Deed (the "Security Instrum	ent) of the same date given by the	undereigned (the "Borrower")
to secure Borrower's Note to	PAUL PEDERAL BANK FOR SAVI	NOIL
(the "Lender") of the same date and	covering the Property described in	the Security Instrument and
located at:		
3345 KEATINO N	CHICAGO	IL 60641
	(Property Address)	

- 1-4 FAMILY COVENANTS. In addition to the covenants, and agreements made in the Security Instrument, Borro ver and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature synatsouver now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, elocated, gas, water, air, and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curreless and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or herceful attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Croperty."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, requirements of any governments) body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrowit shall not allow any iten inferior to the Security Instrument to be perfected against the Property white Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleter.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concurring Borrower's occupancy of the Property is dolard. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in offect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security

MULTISTATE 1-4 FAMILY RIDER-Poixée Mentionale Men UNIFORM INSTRUMENT

Property of Cook County Clerk's Office

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

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

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

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

1. CROSS-DEFAULT PROVISION. Borrower's default or breach upon any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

Family Rider.

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THIS ADJUSTABLE RATE MORTGAGE RIDER In made this day of SAGE RIDER is made this  $13 {
m TH}$  day of  ${
m JULY}$  1993 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same data given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

#### BT. PAUL PEDERAL BANK FOR SAVINGS

(the "Lander") of the same data and covering the property described in the Security Instrument and located at:

3345 KEATING N

CHICAGO

IL 60641

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

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

5.100 \$ . The Note provides for changes in the The Note provides for an initial interest rate of adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

### ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The adjustrate interest rate I will pay may change on the first day of AUGURT and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) THE INDEX

Baginning with the lifer Change Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on United States Treasury sucurities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer avratable, the Note Holder will choose a new index that is based upon comparable Information. The Note Holder will give in a notice of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Not i Holder will calculate my new interest rate by adding percentage points ( 3,000 & ) to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) LIMITS ON INTEREST RATE CHANGES

The interest rate that I am required to pay at the first Change Date will not be greater than 5.500 % . Thereafter, my adjustable interestrate will never be increased or decreased on any single or less than Change Date by more than two percentage point(s) (2.000%) from the sate of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option unifer Section 5 of this Note my interest rate will never , which is called the "Maximum Acjustable Rate." After the first Change Date of my be greater than 9.875 % loan, my interest rate will never be less than , which is called the "Minimum Adjustable Rate." 5.500 %

(E) EFFECTIVE DATE OF CHANGES

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

(F) NOTICE OF CHANGES

The Note Helder 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 affective 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 may have regarding the notice.

#### **FIXED INTEREST RATE CONVERSION OPTION** 5,

(A) OPTION TO CONVERT TO FIXED RATE

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

The conversion can take place at any time during the term of my loan. The "Conversion Date" will be the first

day of the month after I have satisfied the conditions below as determined by the Note Holder.

If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the ions at the time of conversion. I must also satisfy these conditions: (i) I must give the Note Holder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note, or the Security Instrument; (III) prior to the Conversion Date, I must pay the Note Holder a conversion fee of US \$ 250.00; (iv) i must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fae and prepay a portion of the principal balance of the loan under the following circumstances: If at loan origination, the principal amount is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to the Lander is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

CONVERTIBLE ADJUSTABLE RATE RIDER SINGLE FAMILY 1YR T-BILL INDEX

SPB 2349 SEP 92

(B) CALCULATION OF FIXED HATE

My new, fixed interest rate will be equal to the Foderal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from five-eighths of one percentage point (0.628%), to one and one-eighth percentage points (1.126%), rounded to the nearest one-eighth of one percentage point (0.126%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

0.625% for unpaid balances of up to \$314,100.00

0.875% for unpaid balances from \$314,101.00 to \$500,000.00

1.125% for unpaid balances from \$500,000.00 and Higher

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(8) will not be greater than 12.875% which is the "Fixed Maximum Rate."

than 12.875% which is the "Fixed Maximum" (C) NEW PAYMENT AMOUNT AND EFFECTIVE DATE

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

#### 12. UNIFORM SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Dead of Trust or Security Dead (the "Security Instrument", cloted the same date as this Note protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note,

Uniform Covenant 17 of the Security in trament is described as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a bineficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior writt in consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Provider this option shall not be exercised by Lender if the exercise is prohibited by federal law as of the date of this descurity Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender Information required by the Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and to Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender way charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transfere to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument. Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases

Borrowar in writing.

If lender exercises the option to require immediate paymony 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cause to be in effect, and

Uniform Covenant 17 of the Security Instrument shall instead be described as follows

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be 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 give!! provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pluy 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.

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

Frederick & Becker PREDERICK G BECKER	(Soni) Borrower	NANCY J BECKER	Deelesson Borrower
	(Seal) Borrower	***************************************	(Seal) Borrower