. DEPT-01 RECORDING

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COOK COUNTY RECORDER

#### 193727053

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, O <sup>*</sup>	MORTGAG	E
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THIS MORTON	SE ("Security Instrument") is given of	on August 23, 199 3.
The mortgagor is Arc 808 Whitebridge	ar A. Andersen and Chary) I Minover Park, IL 60103	Anderson his wife, whose address
("Borrower"). This Secu	rity Instrument is given to Center	nnial Mortgage Co. ,
which is organized and ending 9525 W. Bryn	xisting under the laws of <u>IIIIno</u> Mawr, Rosemont, Illino	Ls 60018 and whose address
		ty Five Thousand Five Hundred
and no/100's	Dollars (U.S	3. \$ <u>65,500.00</u> ).
This debt is evidenced by	Borrower's note seted the same date	as this Security Instrument ("Note"), which
provides for monthly pays	ments with the full debt, if not paid e	arlier, due and payable on
evidenced by the Note wi	th interest of a cute which rear vacu fe	cures to Lender: (a) the repayment of the debt om time to time, and all renewals, extensions
		with interest at a rate which may vary from
		rity of this Security Instrument; and (c) the
		Security Instrument and the Note. For these
purposes Borrower does	hereby mortgage, grant and convey	to Lender the following described property
located inC	County, Illia	o.s;
KX	If this box is checked see Sched	ule A annexed hereto and made a part hereof.
		<b>10</b> .
which has the address of _	808 Whitebridge	, Hapover Park
	(Street)	(City)
	("Property Address")	· · · · · · · · · · · · · · · · · · ·
(Zip Code	:)	0.

TOGETHER WITH all the improvements now or hereafter erected on the property, as a all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and seek 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."

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.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. Subject to paragraph 10 below, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges, collection costs and expenses and dishonored check charges as provided in the Note.
- 2. Application of Payments. Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note first to accrued and unpaid interest under the Note to the date of payment and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges and payments made by Lender to enforce the Note and/or to protect Lender's interests under this Security Instrument will be assessed separately.



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Property of Cook County Clerk's Office

3. 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 on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, and receipts evidencing such payments.

Horrower 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 Ren In a manner acceptable to Lander; (b) contests in good faith the Ren by, or defends against enforcement of the Bon In, legal proceedings which in Lander's opinion operate to prevent the enforcement of the Bon; or (c) secures from the holder of the Ren an agreement satisfactory to Lander subordinating the Ren to this Security Instrument. If Lander determines that any part of the Property is subject to a Ren which may strain priority over this Security Instrument, Lander may give therebyer a notice identifying the Ren. Horrower shall satisfy the Ren or take one or more of the actions set forth above within 10 days of the giving of notice.

Iturinal or Property Insurance. However shall keep the improvements now existing or hereafter exceed on the Property insured against loss by fire, hazards included within the term "extended coverage" and only other hazards, including Hoods or Hooding, for which Lender requires insurance. This Insurance shall be maintained in the amounts and for the periods that Lender requires, not to exceed the full replacement core of the buildings and improvements on the Property. The insurance carrier providing the insurance shall be shown 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 secondance with paragraph 6.

All insurance policies and renewals must be acceptable to Lender and must include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower other vise 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 Lorrower 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, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 17 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 immediately prior to the acquisition.

Occupancy, Preservation, Maintenance and Protection of the Protocrty; Borrower's Loan Application; Leaseholds; Condominiums; Planned Unit Developments. Unless Borroyme's loan application and Lender's loan approval provided that the Property was not required to be occupied a, Bo rower's principal residence, Borrower shall occupy, establish, and use the Property as Borrower's principal conidence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least 1 year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair 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 all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or 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, paying insurance premiums, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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 rate then in effect under the Note from time to time and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 7. 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.
- 8. 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 flew of condemnation, are hereby assigned and shall be paid to Lender and applied to the amount secured by this Security Instrument. Any excess will be paid to the persons legally entitled to it.

If the Property is abandoned by Borrower, or II, after notice by Lender to Borrower that the condemner offers to make ro 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 othe wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

- 9. Borrower Not Released; Formarance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sun's secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not coerate 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.
- 10. 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 Burrower subject to the provisions of paragraph 18 (B). Borrower's coverant 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 exact modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note without that Borrower's consent and without thereby impairing that Borrower's obligations and liability i creunder.
- 11. Loan Charges. If the loan secured by this Security Instrument is subject to a law or regulation which sets maximum loan charges, and that law or regulation is finally interpreted 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 interest and/or other loan charges shall be reduced by the amount necessary to reduce the interest and/or other loan charges to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.
- 12. 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 12.

- 13. Governing Law; Severability. This Security Instrument shall be governed by federal law, including the Alternative Mortgage Transaction Parity Act of 1982 and applicable regulations, Illinois law and any local law that applies in the place 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.
- 14. Borrower's Copy. Borrower acknowledges receipt of photocopy or a conformed copy of the Note and of this Security Instrument.
- 15. 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 12 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 in or nation required by applicable law.
- 16. Mezardous 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, paything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environments (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 accordance with Environmental Law

As used in this paragraph 16, "Flazarcous 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 pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. It is a sed in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 17. Legislation Affecting Lender's Rights. If encoment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18.
- 18. Lender's Rights if Borrower Fails to Keep Promises and Agreements. If any of the events or conditions described in subparagraphs (A), (B), (C), (D) or (E) of this paragraph 18 shall occur, Lender, after giving Borrower any timely notice of Borrower's right to cure as may then be equired by applicable law and Borrower's failure to cure within the time period set forth in such notice, may require that Borrower pay immediately the entire amount remaining unpaid under the Note and this Security Trustment. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take two y all of Borrower's remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from Borrower under the Note and under this Security Instrument, Lender may, to the extent not limited or prohibited by law, obtain a court judgment against Borrower personally for the difference between all amounts due from Borrower under the Note and this Security Instrument and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law. This includes attorney's fees and costs of title evidence permitted by applicable law and Rules of Court, and attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). All such sums as may come due will be secured by the lien of this Security Instrument.

Lender may require Immediate Payment In Full under this paragraph 18, if:

(A) Borrower fails to make any payment required by the Note or this Security Instrument when it is due; or

- (B) Except in those circumstances in which federal law otherwise provides, all or any part of the Property, or any right in the Property, is sold or transferred without Lender's prior written consent (or, if Borrower is not a natural person, if a beneficial interest in Borrower is sold or transferred); or
- (C) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located refuse to issue policies insuring the buildings and improvements on the Property; or
- (D) Borrower fails to keep any other promise or agreement in this Security Instrument within the time set forth, or if no time is set forth in this Security Instrument, then within the time set forth in the notice sent to Borrower by Lender; or
- (E) Any representation made or information given to Lender by Borrower in connection with Borrower's application for this loan is false or misleading in any material respect.
- 19. Assignment of Leases. Borrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, 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 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Ploperty. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). However, prior to Lender's otice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

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; and (iii) each tenant of the Property shall pay all rents due and impaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its right; under this paragraph 20.

Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall not cure it waive any default or invalidate any other rights or remedies of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter Lender (in person, by agent or by Judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to enter the rents of the Property, including those past due, pursuant to paragraph 20 hereof. However, Lender small be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of replanting, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. 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, regulations and requirements of any governmental body applicable to the Property.
- 25. 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 applicat	ole box(es)				
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☐ Graduated I	Payment Rider	Cl Planned Unit Development	Rider		
Other(s) {(s)	pecify}	Rate Improve Rider	ment 🗆	Second Home Rider	
		ver accepts and agree uted by Borrower an		ts contained in this Security	
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Please Record and	l Return to:	77.1	s instrument was prepared	d by:	
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Alte	n.: Recorded Doos.		<i>)</i>		ር.ማ
Attention:					4646G

# UNOFFICIAL COPY ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS AD.	USTABLE RAT	TE RIDER is made t	his <u>23rd</u> da	y of	August_		_, 19 <u>_93</u> _, and i
Instrument") of th	e same date give	ned to amend and supen by the undersigned in the Mortgage	d (the "Borroy	ver") to s	secure Borr	ower's Adjustabl	le Rate Note (the
and covering the p	roperty describe	d in the Security Ins 18 Whitebridge,	trument and loc	cated nt:_ :kU_			ا جوان الموانية والموانية والموانية الموانية الموانية والموانية والموانية والموانية والموانية والموانية والموا والموانية والموانية
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		NTS. In addition to the sant and agree as follows:		ts and ag	reements n	nade in the Seco	urity Instrument
The Note p	irovides fo, an ii	MONTHLY PAYM nitial interest rate of yments as follows:	ENT CHANG 10.1250 %	ES (the "Initi	al Rate").	The Note provid	les for changes in
. Th provided l year.	is Note is not perein. The inte	a able in installmer rest rate in effect on	its of equal an the date of thi	nounts s Note (*	Larger inst Initial Rate	allments may b	e due as 1 % per
Th	e interest rate I s cry 12th month t	will pay may change hereafter. Each date	on the first day on which my	y of <u>Sc</u> interest re	e <u>ocember</u> ate could ch	, 19 <u>94</u> ange is called a	and on "Change
is the week as published days before calculate the Index. Whe will then deprincipal in At higher than decreased of during the pyear, nor we term of this effective on the Change deliver by mat least twe information Exception of the Index with the Norwhole or in permissible Adjust monthly instituted as paid by the second of the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible Adjust monthly institute and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Norwhole or in permissible and the Index with the Ind	ly average yield I in The Wall St. each Change Dee new interest reach a new rate is stermine the amount of the first Change the Initial Rate in any single Change I in the case the Change Date and will required by law ept in the case with limitation of determined on Case Holder. How part will not be increase within the callments so that he original mature original mature.	first Change Date, the on United States Treet Journal. The mate is called the "Curte by adding 6.6. determined, the rate with the level montrity date of this Not Date, the interest rate and, at all subsequeringe Date by more than the Initial Rate to increased above to than the Initial Rate to increased above to the increase in the incre	easury Securities; recent Index. Be in Index. Be will be rounded they pay ment the east two (2) percenterest rate will during the entitle payment will the monthly payment will the monthly payment will the monthly payment will the interest rate in the rate permitted above, rate in the interest rate in the rate permitted above, rate in the interest rate in the rate permitted above, rate in the rate permitted above.	es adjuste a figure a	d to a consideral vailable as of the Change I points ("the the nearest e sufficient more than erest rate wints from the greater the little loan of the little loan erest ange, wain mount of the change. The mew the little	tant maturity of the date forty- cate the Note Ho Margin") to the 1/8%. The Note to repay the their two (2) percentage ill never be increase and 16.1250 per and at no time du interest rate will be new monthly a The Note Hole in enew monthly a The notice will be a permissible increase and 10.1250 per a	one year five (45) Ider will Current e Holder n unpaid ge points eased or charged reent per uring the become late after Ider will payment include to the 2 ecreases optional rease in my other late due,
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Property of Cook County Clerk's Office

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