

93273216
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PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

LOAN # 6603912

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

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THIS MORTGAGE ("Security instrument") is given on **APRIL 8th, 1993**

The mortgagor is

**ALVIN H. KOCH and
AUDREY M. KOCH, HIS WIFE, AS JOINT TENANTS**

("Borrower"). This Security instrument is given to
BANK OF BUFFALO GROVE, A CORPORATION OF ILLINOIS

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **DUNDEE AT BUFFALO GROVE ROAD
BUFFALO GROVE, IL 60089**

(“Lender”). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTEEN THOUSAND & 00/100**

Dollars (U.S. \$ 113,000.00).

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 **MAY 1, 2003**. 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **TAX ID #: 03-15-103-004 VOLUME: 232 COOK County, Illinois:
LOT 96 IN EHLER AND WENBORG'S COUNTRY GARDENS UNIT NO. 5, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of **15 WILDWOOD DRIVE NORTH
60070** (**Property Address**);
Illinois
(Zip Code)

PROSPECT HEIGHTS (Street, City),

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

93273216 (IL) 6603912

VMP MORTGAGE FORMS - (312)293-8100 - (800)521-7291

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Amended 5/91

Initials: *AH*

*PF
B*

*AH
A.T.*

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GR(R) (9103)

of the actions set forth above within 10 days of the giving of notice.

Security instrument. Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or more security instruments. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument, if (c) securities from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the agreement of the lien, or (c) debentures against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) contains in good faith the lien by, or debentures against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien which has priority over this Security instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (a) agrees in

Borrower shall promptly disintergage any lien which has priority over this Security instrument furnishing to Lender receipts evidencing the payments.

Borrower owes payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If payment provided in paragraph 2, or if not paid in due manner, Borrower shall pay item on time directly to the obligors in the manner provided in paragraph 2;

which may again priority over this Security instrument, and cascaded payments of ground rents, if any, Borrower shall pay these which may again priority over this Security instrument, charges, fines and liquidations attributable to the Property

4. Charities. Borrower shall pay all taxes, assessments, charges, fines and liquidations attributable to the Property

5. Interest due fourth, to principal due and last, to any late charges due under the Note.

1 and 2 shall be applied first, to any prepayment charges due under the Note, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

Security instrument.

Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Lender payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds

monthly payments, at Lender's sole discretion.

to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months. The Funds are pledged as additional security for all sums secured by this Security instrument

annual accounting of the Funds, showing credits and debits in the Funds and the purpose for which each debt to the Funds was made, Lender shall collect and hold funds and the purpose for which each debt to the Funds was

Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an interest 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 charges on the Funds, Borrower and

Lender, Lender may require Borrower to pay a late charge for an independent real estate tax reporting service used by the Escrow holder, unless Lender pays Borrower interest on the Funds and applies it to pay per month Lender to make such a charge.

the Escrow holder, unless Lender is sick or disabled by a federal agency, instrumentality, or entity (including

Lender, if Lender is sick or disabled) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow

The Funds shall be held in an institution whose depositors are insured by a state insurance, instrumentality, or entity

otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

borrowed from time to time, 2 U.S.C. Section 260 et seq., ("REFPA"), unless another law applies to the Funds less a lesser

mortgage loan may require for Borrowers escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

any readily marketable insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums (d) yearly flood insurance premiums, if

and assessments which may allow Lender to pay for his Security instrument as a lien on the Property; (b) yearly leasehold payments

and the day monthly payments are due under the Note until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

Lender on the day monthly payments are due under the Note until the Note is paid in full, a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, All agreements and addendums shall also be covered by this Security instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

granted and conveyed the title to 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.

All of the foregoing is referred to in this Security instrument as the "Property".

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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 carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless 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 acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy 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 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the 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.

7. 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, or 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 loan 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 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 lieu of mortgage insurance. Loss reserve

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be severable. In which the Property is located, in the event that any provision of this Security Instrument or the Note are declared to given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note can be construed with any other provision by Lender not affect other provisions of this Security Instrument or the Note which can be jursidiction in which the Property is located, in the event that any provision of this Security Instrument or the Note are declared to

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it is located.

Lender shall be deemed to have given to Borrower or Lender when given as provided in this paragraph.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of first class mail to Borrower's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's

by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or

17. Notes. Any notice to Borrower provided for in this Security Instrument shall be given by delivery of it or by mailing it

under the Note. Any notice to Borrower or Lender without any amendment or modification to the Note.

18. Loan Charges. If a refund reduces principal, the reduction will be treated as a partial prepayment without any repayment charge. 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 without any repayment charge.

19. Permitted Liens. Item (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded limits will be refunded to Borrower, exceeded the permitted limits, item (a) any such loan charge collected or to the extent of the collection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to the extent of the collection with the loan and that law is finally interpreted so that the interest or other loan charges collected or to a law, which sets maximum loan charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

20. Security Instruments with regard to the terms of this Security Instrument and (c) agrees that Lender and any other Borrower to pay the sums secured by this Security Instrument and (d) any demand made by the original Borrower or Borrower's successors or

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligated to pay the sums Borrower's interest but does not exceed the Note (a) is co-signing this Security Instrument only to mortgagor, mortgagor and convey that instrument but does not exceed the Note (b) the original Borrower's successors in interest, Lender shall not be required to

not agree to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

of authorization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

21. Borrower Not Released; Forbearance to File a Waiver. Extension of the time for payment or modification

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

award or settle a claim for damage to Lender within 30 days after the date the note is given, Lender

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condition offers to make an

sums secured by this Security Instrument whether or not the sums are due.

Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless

taking, any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair market value of the

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

Security Instrument shall be reduced by the amount of the proceeds unpaid by the following fraction: (a) the total amount of

Security Instrument before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Instrument value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

written or not due, with any excess paid to Lender or Lender otherwise agrees in writing, the sums secured by this Security

value of the Property immediately before the taking is equal to or greater than the amount of a partial taking of the Property in which the fair market

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

22. Condition. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

23. Inspection. Lender or its agent may make reasonable inspections upon and inspections of the Property. Lender shall give

insurable ends in accordance with any written agreement between Borrower and Lender or applicable law.

provisions required to maintain insurance in effect, or to provide a loss reserve, until the requirement for insurance

paid Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay the period

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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 Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, 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.

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 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 accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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 covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to 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 without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

A.H.
A.H.

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REC'D (IL) (at) REC'D AND RETURN TO:

PAUL M. ROMANO
"OFFICIAL SEAL"
NOTARY PUBLIC, STATE OF ILLINOIS
MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MICHIGAN AVENUE, SUITE 100
CHICAGO, IL 60601
EXPIRES 7/15/96

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JENNIFER FORTNER

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 8th day of July, 1993
sung and delivered to the said instrument as affidavit (free and voluntary act, for the uses and purposes herein set forth)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
, personally known to me to be the same person(s) whose name(s)

a Notary Public in and for said county and state do hereby certify that

County ss: McHenry County, Illinois
(Seal)

Notary
(Seal)

ADDRESS: 1200 N. Cicero
(Seal)

ADDRESS: ALVIN H. ROCK
(Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
any rider(s) executed by Borrower and recorded with it.

- {Check applicable box(es)}
- Adjustable Rate Rider
 - Grandminimum Rider
 - 1-4 Family Rider
 - Planmed Lmt Dividend Rider
 - Biweekly Payment Rider
 - Gradualized Payment Rider
 - Balloon Rider
 - Rate Impovement Rider
 - Second Home Rider
 - Other(s) [Specify]

24. Riders to this security instrument. If one or more riders are executed by Borrower and recorded together with this
Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

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