Roturn Recorded Doc to:

But Can M. trees Corporation

930 V. West Brook 4th Floor

Rosemoni, il petilo

Attn: Post Closing Department



### 94503044

[Space Above This Line For Recording Data] -

### **MORTGAGE**

DEPT-0) RECORDING

\$35.50

9450304

T\$0011 TRAN 2248 86707794 14:57:00

\$3314 RV \*-94-503044

COOK COUNTY RECOGES

THIS MORTGAGE ("Security Instantent") is given on

June 2, 1994

The mostingos is

LAWRENCE & HUND & JANE L HUND, AUSBAND AND WIFE

("Borrower"). This Security Instrument is given to ALLECURCE MORTBAGE CORPORATION



which is organized and existing under the laws of THE STATE OF 1121NOIS

, and whose

address is 3000 CENTRAL ST.

EVANSTON, IL 60201

("Len Jer"), Borrower owes Lender the principal sum of

One Hundred Seventy-Five Thousand and No/100 ------

Dollars (U.S. \$ 175,000.00

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 July 1, 2024. 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 panig aph 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 COOK.

LOT 5 IN BLOCK 2 IN DEWES' SECOND ADDITION TO OAK BLEN, BEING A SUBDIVISION OF THE EAST 7 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS. PIN NUMBER: 04-35-306-008.

which has the address of

-68(L) (#188)

1964 HENLEY

BLENVIEW

(Street, City),

Illinois

60025

("Property Address");

[Zip Code]

ILLINOIS - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT

WEP MORTGAGE FORMS - (\$15)203-8100 - (\$00)521-7291

Page 1 of 6

Form 3014 9/90 Amended 5/91

N941173/E116642

Page 2 of 6



Form 3014 \$/90

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

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 lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the calorcement of the lien; or (c) accures from the holder of the lien an agreement satisfactory to Lender aubordinating the lien to this Security Instrument. It Lender documents 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 then. Borrower shall satisfy the lien or take one or more

which may attain priority over this Security instrument, and leasehold payments or ground rents, it any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall promptly furnish to Landers, Borrower shall promptly furnish to Landers of amounts to be paid under this paragraph. It Borrower ahall promptly furnish to Lender receipts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Security Instrument.

3. Application of Payments.

Unless applicable law provides otherwise, all payments received by Lander under paragraphs and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payer ic under paragraph 2; and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payer ic under paragraph 2;

monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrowersary Funds held by Lender, it, under paragraph 21, Lender shall acquire or sell the Property, Lender, which to the acquisition or sale as a credit against the sums secured by this Property, attail apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

the excess Funds in accordance with the requirements of syplicable law. If the 'mount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender thay so neitly 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

made. The Funds are pledged as additional security for all sums secured by applicable law, Lender shall account to Borrower for

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in early Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow account, or verifying the Escrow shall apply the Funds, annually analyzing the escrow account, or verifying the Escrow items, unless Lender pays Borrower into early on the Funds and applicable law permits Lender to make such a charge. However, Lender teal estate tax reporting service used by Lender in connection with this loan, unless applicable law principles an agreement is made or applicable law requires interest to be paid, Lender shall not be required to the Borrower any interest to be earlings on the Funds. Borrower and Lender may agree in writing, however, that interest anal be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to be Funds and the purpose for which each debit to the Funds was annual accounting of the Funds, showing credits and debits to be Funds and the purpose for which each debit to the Funds was

otherwise in accordance with applicable a law.

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum "Funda") for: (a) yearly taxes and assessments which may altain priority over this Security Instrument as a lien on the Property; (b) yearly lesschold payments or ground rents on the Property; (c) yearly lesschold payments any; (c) yearly mergage thaurance premiums, if any; sud (f) any sums payable by Borrower to Lender, in accordance with the provisions of persecret, of the payment of mortgage insurance premiums. These tiems are called "Eserow Items." Lender may, at any time, collect and hold Funda in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may, as any time, collect and hold Funda in an amount not to exceed the finds sets a lesser amount. If so, Lender may, at tery time, collect and hold Funda in an amount not to exceed the lesser amount. Lender may an include the lesser amount of Funda due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or estimate the amount of Funda due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or estimate the amount of Funda due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or

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

J. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants, subject to any encumbrances of record.

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

BORROWER COVENANTS that Borrower is lawfully soised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for excumbinances of record. Borrower warrants and

TYXHITHER WITH all the improvements now or hereafter erected on the property, and all casements, apparenances, and fixtures now or hereufter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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 its referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lade. 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, Maintenagle 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 externating 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 10th 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 Lander agrees to the merger in writing.

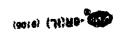
7. Protection of Lender's Rights in the Property. If Romower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then bender 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

Form 3014 5/50 Instale 56





be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflicts with applicable law, such conflict ahall not affect other provisions of this Security Instrument or the Note which can be jurisciciton in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note 15, Governing Law; Severability, This Security instrument shall be governed by federal law and the law of the

Instrument ahall be deemed to have been given to Boatower or Lender when given as provided in this paragraph. 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 14, Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

Borrower, If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to permitted limit, and (b) any sums already collected from Romower which exceeded permitted limit, will be refunded to Borrower. exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount of eastery to reduce the charge to the the loss is than is the boundard so that the unerest or other loss charges collected or to be collected in connection with the loss 13. Louis Charges. If the loan secured by this Security Instrument is subject to a few which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent. secured by this Security Instrument, and (c) agrees that Lender and any other Extraver may agree to extend, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to pay the sums Insurance but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that puragraph 17, Borrower's covenants and agreements shall be joint at d reveral. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and sasigns of Lender and Borrower, subject to the provisions of 12. Successors and Assigns Bound; Joint and Several Limbility Co-signers. The covenants and agreements of this

in interest. Any forbestence by Lender in exercising any right or sanetly shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors commence proceedings against any successor in interest or cense to extend time for payment or otherwise modify amortization of not operate to release the hability of the original Box over or Borrower's successors in interest. Lender shall not be required to llade some secured by this Security insurant granted by Lender to any successor in increas of Borrower shall 11. Borrower Not Released; Forbearant. P. Lender Not a Waiver. Extension of the time for payment or modification

the due date, of the monthly psyments referred to a paragraphs I and 2 or change the amount of such payments. by this Security Instrument, whether or any area due.

Unless Lender and Borrower otherwise, a writing, any application of proceeds to principal shall not extend or postponer

is seuthorized to collect and apply the priceds, at its option, either to restoration or repair of the Property or to the sums secured. award or settle a claim for damaget. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender

If the Property is abundated by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an sums secured by this Security Assument whether or not the sums are then due.

Borrower and Lendor others as 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 accured immediately before the taking, unless, taking. Any belance and, he paid to Borrower, In the event of a partial taking of the Property in which the fair market value of the the sums accured 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 multiplied by the following fraction: (a) the total amount of Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security 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 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.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 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.

9. Inspection. Lendor or its agent may make reasonable entries upon and inspections of the Property. Lendor shall give insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

premiums required to maintain mongage insurance in effect, or to provide a loss reserve, until the requirement for mongage that Lender requires) provided by an insurer approved by Lender again becomes available and is observed Borrower shall pay dec payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the annount and for the period

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. Le ider's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument abalt continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully affective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph (7)

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 chore 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 unclated 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 adaress 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. Borrover shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The prevening 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 the 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, culer flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldelyde, 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 as 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 in lowing 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 rount 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 shift urther 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.

Form 3014 9/80

(9018) (71)H9-

BANC ONE NORTEREE CORPORATION

This Instrument was prepared by: JERRY GOLDSTEIN

06/6 910

Form 3	Notary Public, State of Hilhous My Commission Expires 3/22/97				
	Michael Bench				
	ไ วษายาษายานาด				

	1000 Som	Young Public	<u>i</u> -	L561 (2:	My Commission Expires:
ne person(s) whose name(s) 7 he 7 local torth.  1994		sonally known in person, and luntary act, for	noq ,  yek tirih em enolod  ov bris een free en ov	d instrument as TA	gniogenol and to described to the foregoing sale said the said delivered the said and the board ym said said said said said said said said
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*************	Company may to say	d a assu (a) mee	AIR TI CO MANDA	na Animone entre de entre	THE COACHERING WITH WRITERING

ans this Security Instrument as if the rider(x) were a part of this Security Instrument. Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement 24, Riders to 1214 Security Instrument. If one or more riders are executed by Borrower and recorded together with this

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### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2nd day of June .

19 94 , 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 date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ALLSOURCE MORTGAGE CORPORATION

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

1964 HENLEY, GLENVIEW, ILLINOIS 60025

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BOR! O'VER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of interest rate and the monthly payments, as follows:

%. The Note provides for changes in the

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July , 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. 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 available, the Note Holder will choose I new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interer, ra'e by adding

Two and Three-Fourths percentage points ( 2.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the rewest 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 that I am expected to owe at the Change Date in full on the Maturity Date at n.y 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 I am required to pay at the first Change Date will not be greater than

9.1250 % or less than 5.1250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than

**13.1250** %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

Form 3111 3/85

A COLL (ટલ્થ) Horrower. (Seal)

BY SIGIAN'S ZELOW, Borrower accepts and agrees to the terms and coverants contained in this Adjustable Rate

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.

that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument unless the transference to be obligated under the Note and this Security Instrument unless Lender releases Borrower in loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the

the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender. transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that Lender information required by Lender to evaluate the intended transferee as if a new losn were being made to the the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

B' LEVIZIEE OL LHE BEOLEELL OE V BENELICIVT INLEGEZL IN BOEKOMEE