WILLIAM BLOCK COMPANY 

THIS DOCUMENT PREPARED BY: FOR WM. BLOCK & COMPANY INC.

94537793

DEPT-01 RECORDING

**\$33.60** 

T#1111 TRAN 5731 06/20/94 19:00:00

19896 + CG \*-94-537793

COOK COUNTY RECORDER

[ Space Above This Line For Recording Data ]\_

LOAN # 3479458

#### **MORTGAGE**

THIS MORTGAG', ("Security Instrument") is given on JUNE 15

ROBERT A. HOGAN AND CHERISE A. HOGAN, HUSBAND AND WIFE 19 94 . The mortgagor is

("Borrower"). This Security in arturnent is given to THE WILLIAM BLOCK COMPANY

ITS SUCCESSORS AND OR ASSIGNS

which is organized and existing und a the taws of STATE OF ILLINOIS

256 MARKET SQUARE

LAKE FOREST, IL 60045

Borrower owes Lender the principal sum of ONE FUNDERD FIFTY THOUSAND AND 00/100

, and whose educess is

{"Lender"}.

Dollars (U.S. 1.50, 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 i... est, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragrap i 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 propert, located in COOK

LOT 31 IN SILVER LAKES SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING -lart's Office TO THE PLAT RECORDED OCTOBER 26, 1990 AS DOCUMENT NUMBER 60524782, IN COOK COUNTY, ILLINOIS.

PIN # 02-10-227-002 which has the address of 219 AVONDALE DR.

60067

illinois

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is 🕻 referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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FORM 3014 9/90 (page 1 of 5 pages)

ILLINOIS -- Single Family -- Fennie Mee/Freddie Mec UNIFORM INSTRUMENT

Carrie and Co

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note end 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 Lander on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and sessesments which may attain priority over this Security Instrument; as a sen on the Property; (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Ezcrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require tor Borrower's escrow account under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U. S. C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the losser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution I or in any Federal Home Loan Bank. Lender shafl apply the Funds to pay the Escrow Items. Lender may not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or an applicable law requires interest to be paid, Lender shall not by inquired to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest that be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all jums secured by this Security Instrument.

If the Funds had by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of Funds held by Lender at any time is not sufficient to pay the Escrow Ito no when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of at Jums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Properry, shall apply any Funds held by Lend or the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless a splic lole law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all tailes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, at 1 leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Ler der ill notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mann's ecceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfact in to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a ner which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall actify the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. Hazard or Property Insurance. Borrower shall keep the improvements now rusting or hereafter erected on the Proper sy insured against loss by fire, hazards included within the term "extended coverage" ring any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the enjounts 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 Linder 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 restolation or repair of the Property damaged, if the restoration or repair is aconomically feasible and Lender's security is not lessened. If he restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied on the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Properry, 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 19 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.

5, Occupancy, Preservation, Maintenance and Protection of Property; Sorrowar's Loan Application; Lesseholds.

Borrower shell 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 occupanct, unless Lander otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenueting circumstances exist which are beyond Borrowar'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 judgement 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

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connection with the loan evidenced by the Note, including, but not limited to, representations concerning Burrower's occupancy of the Property as a principal residence. If this Security Instrumnet is on a leasehold, Borrower shall comply with all the provisions of the lease. If Sorrower acquires fee title to the Property, the leasehold and the title fee shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 disburso-

ment 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 maintein 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 the Borrower of the mortgage insurance previously in affect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage inpurance 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 cassed to be in effect. Lander will accept, use and retain these payments as a less reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insural or coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and s obtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.
- 9. Inspection Linder 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.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any period the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument. whether or not then duy, with any exclusive and to Borrower. In the event of a partial taking of the Property, unless Borrower and Lander otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the jums accured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower 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 station or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, a y application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs ( and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not , Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted 📉 🕍 ader to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of a herwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's Forrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the maclae of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signery The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrow ir, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signis this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the (%) prower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, medify, forbear or make any accomplications with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, 13. Loan Charges. and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be raduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reliable to Borrower. Lender may choose to make this refund by reducing the principal gwed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial precayment without any prepayment charge under the hote.
- 14. Notices. Any notice to Burrower provided for in this Security Instrument shall be given by delivaring to 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.
- 16. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instument.
- 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. Howevi 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 le If Lender exercises this option, Lender snee give surrower notice or excession.

than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instru ment. If Borrower fails to pay these sums prior to the expiration of this period, Lander may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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- 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 faw 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 pudgment 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 covaniants 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 of 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 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 Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.
- 20. HAZAROOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposel, 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 the Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantum of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shrip promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulators eignicy 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 Himmdous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with any romental Law.

As used in this paragraph 20, "Hazardous Substraces" are those defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic patroleum products, toxic pesticides and herbicides, volatile solvents, materials containing arbitatos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and it we of the jurisdiction where the Property is located that rolate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender thall give notice to Borrower prior to acceleration following Borrower's breach of any covenent or agreement in this Security Instrumen (b) it not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (a) the acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default, (a) the acceleration under paragraph 17 unless applicable law provides otherwise). The notice is given to Borrower, by which the elevation required to cure the default; (c) a date, not loss than 30 days from 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 Purrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of the right to reinstate after acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, fander at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and the proceeding the 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 homesteau exemplication in the Property.
- 24. Ridges to this Security Instrument. If one or more ridges are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such ridge shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the ridges) were a part of this Security Instrument.

  [Check applicable box/es]

Adjustable Rate Rider	Condominium Rider	1- 4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	☐ ] B'ar⊗kly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		Co

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FORM 3014 9/90 (page 4 of 5 pages)

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# UNOFFICIAL COPY BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

in any rider(s) executed by Borrower and recorded with it.

Witnesses:	
	Relouit & Hora
	ROBERT A. HOGAN Borrower
	Social Security Number 355-58-9240
·	CHERISE A. HOGAN (See)  CHERISE A. HOGAN BOITOWEI
	Social Security Number 355-68-6062
	Line For Acknowledgment)
STATE OF ILLINOIS.	County as:
1. + weundersigned	, a Notary Public in and for said county and state,
	: CharisoA- Hogon, hudrand
+ wag , personally known to	o me to be the same person(a) whose name(s)
subscribed to the foregoing instrument, appeared before me the	s rlav in person, and acknowledged that
signed and delivered the said instrument as $+ bi_{\mathcal{F}}$	
set forth.	
Given under my hand and official seal, this	day of June . 1994
My Commission expires:	( ) raine O Bank
OFFICIAL SEAL " DIANNE O. GAARDER NOTARY PUTITO, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/22/95	Notary Funition
	Co

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#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this

19 94

19 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust

Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower'

Adjustable Rate Note (the "Note") to THE WILLIAM BLOCK

COMMAND THE SIGUESCORS AND/OR ASSIGNS

COMPANY. ITS SUCCESSORS AND/OR ASSIGNS
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

219 AVONDALE DR. PALATIME, IL 60067

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE (ND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'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, Borrow and Lender further coven at 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:

6.375 %. 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, 1995, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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 Reservant. 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 a 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 interest rate by adding OUARTERS

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OUARTERS

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Outerest of this addition to the nerver, one-cighth 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 nex Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpai principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantial 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

% or less than

4.375 %. Thereafter, my interest rate will ever be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have bee paying for the preceding 12 months. My interest rate will never be greater than

12.375

(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.

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HALTWEATH ADJUSTABLE RATE RESER - ARM 54 -

Bingle Family - Panala Markinshila Mar Uniform Santronand

Property of Cook County Clerk's Office

#### B. TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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

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

writing.

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

BY SIGNING BELOW Errower accepts and agrees to the terms and covenants contained in this Adjustable Rai Rider.

Signit of Hossian Robert A. BOGAN	(Scal)	CHERISE A. BOX	an Nagan	-Borrowei
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Property of Cook County Clerk's Office