Loan No. 0513BAR072

Debra Campise Propared By: _ 7600 W 63rd Street Summit, II 60501



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94824789

TUIS MORTGAGE /"Socurity Instrume	MORTGAGE mt'l in given on July 11th, 1984		
THIS MORTGAGE ("Security Instrume The mortgagor is CHARIS M. HABERCOS	s, divorced not since	emarried	
ARGO FEDERAL SAVINGS BANK, A.F.S.E Indor the laws of THE STATE OF ILLINOIS 600 W 63RD STREET SUMMIT, ILLINOIS		"Borrower"). This Security Instrument is , which is organized and of America, and whose a	d exiating
Sorrower owes Lander the principal sum of One Hundred Twenty Two Thousand Five			
Oollars (U.S. \$ 127,500.00). This dobt is evidenced by Bor	ower's note dated the same date as this Security in:	airument
nd modifications of the Note; (b) the pays	(a) the repayment of the debt evider nent of all other sums, with interest, a of Dorrower's covenants and series	ced by the Note, with interest, and all renewals, ext advanced under paragraph 7 to protect the security monts under this Security Instrument and the Note.	y of this For this
OT 396 (EXCEPT NORTH 25 F'_ET THER IANOR, A SUBDIVISION OF TH', S JUTH OWNSHIP 39 NORTH, RANGE 13, EAST	1271.3 FEET OF THE SOUTHEAST	/4 OF SECTION 19	
OUNTY, ILLINOIS.)		
94624789	Co0+ Co/	- DEPT-01 RECORDING - T÷1111 TRAM 5973 07/18/9 - 45660 + CG ≠ 94- - COOK COUNTY RECORDER	\$35 94 15=33±0 -6247
PIN: 16-19-425-017	Count		
nich has the address of	2124 S WESLEY AVENUE	BERWYN	 ,
nols <u>60402-</u>	(Street) ("Proporty Address");	(City)	
BORROWER COVENANTS that Borrov nvey the Property and that the Property nerally the title to the Property against all cl THIS SECURITY INSTRUMENT combined	Property". yer is lawfully selsed of the estate he is unencumbered, except for encur aims and demands, subject to any encounter uniform covenants for national uniform covenants for national uniform covenants.	corty, and all dag ments, appurtonances, and fixture overed by this Security Instrument. All of the foregroup conveyed and has the right to mortgage, graphs and or record. Bo row in warrants and will combrances of record.	int and defend
isdiction to constitute a uniform security ins	trument covering real property.	C _C	-
IFORM COVENANTS. Borrower and Lend 1. Payment of Principal and Interes	er covenant and agree as follows: it; Prepayment and Late Charges. to and any prepayment and late charg	Borrower shall promptly pay when due the princes due under the Note.	ipal of

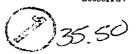
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (flood insurance p

The Funds shall be hold in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrew Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrew account, or verifying the Escrew 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 applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

-Single Family-Fannle Mae/Freddle Mac UNIFORM INSTRUMENT ILLINOIS GFS Form - G000022

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If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow liems 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 soft discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment 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 taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good failth 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 satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard of Property Insurance. Borrower shall keep the improvements new existing or hereafter erected on the Property Insurance against loss by fire, insurance insurance within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carter providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower talls to maintain coverage described above, Lander may, at Lander's option, obtain coverage to protect Lander's rights in the Property in accordance with paragrap 1.7.

All insurance policies and chewals shall be acceptable to Lender and shall include a standard mortgage clause. Londer shall have the right to hold the policies and to ewals. If Lander requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of lors, forrower 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 ear number is earned to easible 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 mental to be lessened, the insurance proceeds shall be applied to the sums secured by this Security instrument, or does not answer within 30 days a notice from Lender that the insurance or rier 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 'viting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs : n id 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policips 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 Protect on or the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, ostablish, and use the Property as Borrower's principal rot dors not at least one year after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal rot does not retain the date of occupancy, unless Lander otherwise agrees in writing, which consent shall not be unreasonably with fold, or unless autenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, darrage or impair the Fronerty, allow the Property to dateriorate, or commit waste on the Property. Borrower shall be in default if any forteiture action or proceeding will other civil or criminal, is begun that in Lander's good faith security interest. Borrower may cure such a default and relinate, as provided in a uning that in Lander's good faith determination, precludes and it is Borrower's interest in the Property or otherwise materially interest. Borrower may cure such a default and relinate, as provided in pairment of the Borrower's interest in the Property or otherwise 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 a term and the Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the contribution of management 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 contribution of management of the Property as a principal residence.
- 7. Protection of Lender's Rights in the Property, if Borrower fails to perform the cover into and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in he Property (such as a proceeding in bankruptcy, probate, for condemnation or forteiture 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 the high any sums secured by a flon which has priority over this Socurity 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 Borrows, 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 promiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Londer lapses or ceases to be in effect, Borrower shall pay the promiums 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 insurance during a 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the poliod that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable taw.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender 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 sums secured immediately before the 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 Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless florrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is 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 coffect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unlarg Lander and Borrower officivities 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 such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amoratization of the sums secured by this Security Instrument granted by Lender 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 or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender In exercising any right or re-re-ty shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-algners. The covenants and agreements of this Security Instrument shall bind and beright the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall to joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument; (instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the toan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or off in for a charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be recorded 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 refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by maxing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment of the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Londer chall to given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice per vided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 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 period 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 nature? person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this focurity 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.

It Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice of all 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 securer by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies per nitter 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 'tave enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as application have 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 it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expensions in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as secured in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as 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 offective 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 paragraph and the control of the change in accordance of the new Loan Servicer and the address to which paragraph and the control of the change in accordance of the new Loan Servicer and the address to which paragraph and the control of the change in the control 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.

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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 Properly 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 aubstances; gasoline, kerosene, other flammable or toxic petroleum products, toxic penticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means fectoral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental statements. tal 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 arise of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the fire closure proceeding the non-existence of a default or any other defense of Borrower to acceleration and the regionarce. If the drawlt is not cured on or before the date specified in the notice, Lender at its option may require immediate

foreclosure. If the drieult is not cured on or be payment in full of all aims secured by this Secubly judicial proceeding. Lender shall be entitled it 21, including, but not limited to, reasonable attern	store the date specified in the notice, Lende rity instrument without further demand and r o collect all expenses incurred in pursuing th reys' fees and costs of title evidence.	r at its option may require immediate may foreclose this Security instrumen e remedies provided in this paragrap?
20.		
22. Release. Upon pay mail of all sur without charge to Borrower. Borrov or shall pay any	ms secured by this Security Instrument, Lendo recordation costs.	er shall release this Security instrument
23. Walver of Homestead. Borrower s	waives all right of homestead exemption in the P	горопу.
24. Piders to this Security Instrume it. Instrument, the covenants and agreements of each sagreements of this Socurity Instrument as if the ric in	if one or more riders are executed by Borrower such rider shall be incorporated into and shall an s) were a part of this Security Instrument.	and recorded together with this Security nend and supplement the covenants and
[Check applicable box(66)]		
★ Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	nned Unit Development Rider، الج	Biweekly Payment Rider
Balloon Rider	Rute improvement Rider	Second Home Alder
Other(s) [specify]	C.,	
BY SIGNING BELOW, Borrower accepts and recorded with it. Witnesses:	d agrees to the terms and covenants contained	d in this Security Instrument and In any
	CHARIS M. HABERCOSS	-Borrower
		342-64-6170
		(Seal)
	1	,0
		(Seal)
		-Borrower
		-Borrower
[Spa	ice Below This Line For Acknowledgment)	
STATE OF ILLAHOIS A A > /	or County ss:	

HABERCOSS, Mivorced not since remarried a Notary Public in and for said county and state, do hereby certify , personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they

day of

voluntary act, for the uses and purposes therein set forth. signed and delivered the said instrument as tree and

Given under my hand and official seal, this

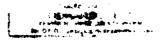
My Commission expires:

"OFFICIAL BEAL"
JULIE DEPANCED
HINT PURE, SHEET OF STREET eston Expires 10-16

This instrument was prepared by:

Debra Campise 7600 W 63rd Street Summit, Il 60501

July, 1994



Loan No. 0513BAR072

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11th day of July, 1994	
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (II	ho "Socurity
Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ARGO FEDERAL BAVINGS BANK, A.F.S.B. (ti	no "Londor")
of the same date and covering the Properly described in the Security instrument and located at:	
2124 S WESLEY AVENUE BERWYN, ILLINOIS 60402-	
(Property Address)	

1-4 FAMILY COVENANTS, in addition to the covenants and agreements made in the Security Instrument, Borrower and Lunder further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Incomment, the following Items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: cuilding materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in competion with the Property, including, but not ilmited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and account control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains, and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Picperty, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Bider and the Security Instrument "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless tender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without or dr./s prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Forcewer otherwise agree in writing, the first sentence in Uniform Covenant 8 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 8 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrown anall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As unad in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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UNOFFICIAL COPY

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Londer all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Londer or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Socurity instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of rents constitutes an absolute assignment and not an assignment for additional security

If Londer gives notice of breach to Berrower: (i) all rents received by Berrower shall be hold by Berrower as trusted for the benefit of Londer only, to be applied to the sums occured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Berrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Londer or Londer's agent upon Londer's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Londer or Londer's agents shall be applied lirst to the costs of taking control of and managing the Property and collecting the Rents, Including, but not limited to, alternay's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, Insurance promiums, taxes, assessments and other charges on the Property, and then to the sums necured by the Security Instrument; (v) Londer, Londer's agents or any judicially appointed receiver shall be date to account for only those Rents actually received; and (vi) Londer shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the in-adequacy of the Property as security.

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

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

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

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

BY SIGNING SELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Chuis M. Haurer COCS	(Se
HARIS M ABERCOSS	-Borro
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(3 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

1115 day of July, 1994 THIS ADJUSTABLE RATE RIDER is made this 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

ARGO FEDERAL SAVINGS BANK, A.F.S.B.

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

2124 S WESLEY AVENUE BERWYN, ILLINOIS 60402-

[Property Address]

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

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.625 in the adjustable interest rate and the monthly payments, as follows: %. The Note provides for changes

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

August 1997 The adjustable interest rate I will pay may change on the first day of and on that day every 36th month the eafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United State: Treasury securities adjusted to a constant maturity of 3 years, 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 a new index which 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 callulate my new interest rate by adding

Two and Three Quarters

percentage points (2.750 %) to the Cur en: Index.

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Hote Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to one at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be in 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 8.625 %. Thereafter, my adjustable interest rate will never be increased or decreased on or less than 4.625 any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 12.625 X, which is called the "Maximum Rate".

(E) Effective Date of Changes

My new interest rate will become effective 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 incithly payment changes apain.

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the 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 regarding the notice.

B. FIXED INTEREST RATE OPTION

The Hote provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5A will not permit me to do so. The "Conversion Option" is my option to convert the interest rate 1 am required to pay by this Note from on adjustable rate with interest rate limits to a fixed rate calculated under Section 5(8) below.

The conversion can only take place on the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one on these two Conversion Dates.

MULTISTATE ADJUSTABLE RATE RIDER - Fannie Mae Uniform Instrument GFS Form ~ G000224 (8/7/92)

Form 3115 12/87

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:
(i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S.\$ 275.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (1) If the original term of this Mote is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (1) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required not yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(8) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

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

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Bor ow'r exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform to white 17 of the Security Instrument is smended to read as follows:

Transfer of the Property or a Leneficial 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 rederal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower clusts to be submitted to Lender information required by Lender to evaluate the intended transferree as if a new Lorn were being made to the transferree; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable (aw), Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may '123 require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transleree to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in 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 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.

2. If Borrower exercises the Conversion Option under the corditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cause to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower.

If it 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.

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

Λ	(a)
CHARIS M. HABERCOSS	(Seal) -Borrower
	(Seal) -Borrower
	(Seal) -Borrower
	(Seal)