mail 10. 6200 to North ave 61 Endourer Course



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DEPT-01 RECORDING **\$37.50** T#0014 TRAN 2349 08/03/94 14123100 11105 LAR W--- 94--- 684847 COOK COUNTY RECORDER

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MORTGAGE

051906341

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THIS MORTGAGE ("Socurity Instrument") is given on JULY 27, 1994 mortgager is STEVER D PINZAK, DIVORCED AND NOT SINCE REMARRIED MARY T TINON, DIVORCED AND NOT BINCE REMARRIED

("Borrower"). This Socurity Instrument is given to ST. PAUL PEDERAL BANK FOR SAVINGS

, and whose address is which is organized and existing under the laws of THE UNITED STATES OF AMERICA 6700 W. NORTH AVE, CHICAGO, ILLINOTE 60635

THO RUNDRED TRIRTY EXCHT THOUSAND FIVE HUNDRED AND ("Lendar"). Borrowar owns Landar the principal som of

238,500.00 Dollars (U.S. #). This debt is evidenced by Harrower's note duted the same date as this Security (astromant ("Note"), which provides for monthly psyments, with the full debt, if not paid earlier, due and payable on AUGUPT 1, 2024 . This Succeity Instrument secures to Lander: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and ₫ modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of be rever's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby continge, grant and convey to Lender the following County, Barair: described property located in

LOT 87 IN MORGAN'S GATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST QUARTER OF SECTION 6, AND THE SOUTHWEST 1/4 OF SECTION 9, ALL IN TOWNSHIP 42 NORTH, RANGE 10 MAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERHOF RECORDED AUGUST 13, 1987 AS DOCUMENT NO. 87425912, IN COOK COUNTY, PIN #02-08-207-008-0000 ILLINOIS

Which has the address of

1650 SHERWOOD COURT

Illimois

60067

("Property Address"):

Mar Contai

ILLINOIS-Single Family-Famile Mae/Freddle Mac UNIFOHM INSTRUMENT 2398 BEP 91

PALATINE

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TOGETHER WITH all the improvements now or hereafter erjected on the property, and all casements, appuriculances, 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."

HORROWER 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 an; 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.

UNIFORM COVENANTS. Horrower 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 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 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 the Security Instrument as a hen 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, it any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of accordance premiums. These items are called "Escrow flems." I ender may, at any time, collect and hold bunds in an amount not accordance maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Pol Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another have that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Henry or otherwise in accordance with applicable law.

The Funds shall be held in 26 institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such at institution) or in any Federal Hume Loan Bank. Lender shall apply the Funds to pay the fiscrow Items. Lender may not charge Porrower for holding and applying the Funds, annually analyzing the excrow 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 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 Funds. Lender shall give to Borrower, without charge, an analysis 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 sums secured by this Security Instrument.

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 Items 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 desciency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall groupptly 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 Property, shall apply any Funds held by Lender at the time of acquisition or sale as a gredit against the sums secured by this Security Instrument.

- 3. Application of Payment. Unless applicable 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 anicovas payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Not.
- 4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations 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 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines 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 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,

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including thools or thooling, for which Lender requires insurance. This insurance shall be insufained 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 prenouns and renewal notices. In the event of loss, Horrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by Horrower.

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 fessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paul 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 sente 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 to this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lander and Horrower 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. It under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquirence.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaveholds. Horrower 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 Botrower'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 cocumstances exist which are beyond florrower's control. Horrower shall not destroy, damage or impair the Property, allow the Property to determ atu, or commit waste on the Property. Horrower shall be in default it any torfenure action or proceedings, whether evil or crim, is, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the began eated by this Security Instrument or Lender's security interest. Borrower may cure such a default and remstate, as provined in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination prochades forfeiture of the Horrower's interest in the Property or other material impairment of the ben created by this Security Instancent or Lender's security interest. Borrower shall also be in detaile it Horrower, during the loan application process, gave majore like false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in confer dea with the loan evidenced by the Note, including, but not limited to, representations concerning Horrower's occupancy of the Property as a principal residence. B this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the leave. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the property in writing.
- 7. Protection of Lender's Rights in the Property. If Dorrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly after Chender's rights in the Property (such as a proceeding in bank impley, probate, for condemnation or forfeiture or to enforce It wis or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in the Property. Lender's actions may include paying any sums secured by a fien 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 are tred by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the due 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 Instroment, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or chases 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 insurance previously in effect. 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 institution.

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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 period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums 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 law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give florrower 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 ficu of condemnation, are bereby 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 Horrower. 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, divided by (b) the fair market value of the Property 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 Horroy et 2nd Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams so used by this Security Instrument whether or not the sums are then due.

If the Property is abandaned by Horrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim for darloges. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower 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 such payments.

- 11. Burrower Not Released; Furbe trace By Lender Not a Walver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor is 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 Horrower or Borrower's successors in interest. Any forbearance by Lenser in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liabilly, 20-digners. The covenants and agreements of this Security Instrument shall fund and benefit the successors and assigns of Ceader and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several, Zeny Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is a personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Horrowe, her agree to extend, modify, Jorbean 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 loan 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 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 reduced by the amount recessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded perfaired limits will be refunded to Horrower. Lender may choose to make this refund by reducing the principal owed under the New or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under 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 Horrower 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 Horrower 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 shalf 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 declated to be severable Form 3014 9/90 mare A official

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred (or it 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 Horrower notice of acceleration. This 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 Horrower fails to pay these sums prior to the expiration of this period, Lender may invoke any semiedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Relinstate. It Borrower meets certain conditions, florrower 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 Horrower: (a) pays Lender all soms which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any caser forements or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, prasonable 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 common inchanged. Upon reinstatement by Horrower, this Security Instrument and the obligations secured hereby shall remain fully effectly eas 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 Horrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects more ib payments the under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelised to a sale of the Note. It there is a change of the Loan Servicer, Burrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardons Substances. Horrower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Roctower short 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 Hazardons Substances that are generally recognized to be appropriate to normal residential uses and to mannerance of the Property.

Horrower shall promptly give Lender written notice of any investigation, claim, demand, lawsur, or office action by any governmental or regulatory agency or private party involving the Property end any Hazardoux Substance or Environmental taw of which Borrower has actual knowledge. If Borrower learns, or is notified by 20% governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flandiable of Assic perfolential products, toxic pesticides and herbicides, volutile solvents, materials containing asbestos or formaldehyde, and radicactive materials. As used in this paragraph 20, "Environmental Law" means federal taws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to florrower prior to acceleration following Horrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragriph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require inunediate payment in full of all sams 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 Horrower. Horrower shall pay any recordation costs.

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

Form 3014 9/90 (see Car Care)

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this Security Instrument, the covenants and agreements of each such rider shall be incorporated into ano shall amend and

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

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supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]
Adjustable Rate Rider Condominanti Rider 1 4 Family Rider Madualed Payment Rider Planned Unit Development Rider Diweekly Payment Rider Rate Improvement Rider Second Home Rider Other(S) [specity] GOAN RIDER
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenints contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it
STRVEN E PINZAK (Seal) (Horrower (Seal) (Horrower
MARY T DIXON (Seat) -Bostower
(Seal) Horrower [Space Helow This Line For Ackdov ædgment]
STATE OF ILLINOIS, County sv:
1. Hic widersigned
a Notary Public in and for said county and state, certify that STEVEN E PINZAK, DIVORCED AND NOT SINCE REMARRIED MANY T DIXON, DIVORCED AND NOT SINCE REMARRIED
personally known to me to be the same person(s) whose name(s)
Given under my hand and official send, this
"OFFICIAL SEAL" WAREN T. BERRY Notary Public. State of Illinois My Commission Expires 4/20/98

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form 3014 9/90 gage 6 of 6 pages

LOAN RIDER

LOAN NO. 031906341 DATE JULY 27, 1994

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

1650 SHERWOOD COURT

PALATINE

IL 60067

(PROPERTY ADDRESS)

- 1.3 Borrower and Lender agree that conwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed
- 2.) Borrower and Lender agree that if the Feder's National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has ex	de la	I have a second
	STEVEN E PINZAK //// // // // // // // // // // // //	Borrower Borrower
		Borrower
		Borrower

KAN DART RAME HAT BULL day of

RATE MORTGAGE RIDER Is made this

GAGE RIDER Is made this 27TH day of JULY 1994 and is incorporated into and shall be deemed to amend and supplement the

Mortgags, Deed of Trust or Security Deed (the "Security Instrument") of the same data given by the undersigned (the 'Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

ST. PAUL FEDERAL BANK FOR SAVINGS

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

1650 BRERWOOD COURT

PALATINK

TL 60067

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 AND MINIMUM RATE THE BORHOWER MUST PAY. THE NOTE MAY ALSO CONTAIN THE OPTION TO CONVERT THE ADJUSTABLE INTEREST RATE TO A FIXED MIFREST RATE.

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

7.750 % The Note provides for an initial interest rate of . The Note provides for changes in the adjustable interest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The adjustable interest rate I will pay may change on the first day of AUGUST The adjustance interest rate I will pay may change on the first day of Appugg 1999 and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is belief a 'Change Date.'

(III) THE INDEX

Beginsing with the that Change Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on Uniter. Blates Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. 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 potice of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Note Holder will calculate my new interest rate by adding

THO AND THREE-QUARTERS percentage points (2,750 %) to the Current Index. The Note Holder will then round the result of this addition to the 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 aniquet of the monthly payment that would be sufficient to repsy the unpaid principal I am expected to owe 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 the new amount of my monthly payment.

(D) LIMITS ON INTEREST RATE CHANGES

The interest rate that I am required to pay at the first Connige Date will not be greater than 9.750 % 5.750 % . Thereafter, my adjustable interes in a will never be increased or decreased on any single or laws than Change Date by more than two percentage points (2,000%) from the ask of interest I have been paying for the preceding 12 months. So long as I have not exercised my Conversion Option uncer Section 5 of this Note my interest rate will never , which is called the "Maximum Adjustable Rate." 12.875%

(E) EFFECTIVE DATE OF CHANGES

My new interest rate will become effective on each Change Date. Livili pay the amount of my new monthsp payment beginning on the first monthly payment date after the Change Date on in 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 adjus able interest rate and the amount? of my monthly payment before the effective date of any change. The notice will include mormation required by law to be given me and also the title and telephone number of a person who will answer any question may have regarding the notice.

FIXED INTEREST RATE CONVERSION OPTION

I have a "Conversion Option" if marked (X) below. If there is no (X) marked, then a Conversion Option does not apply to my loan.

..... (A) I do not have a Conversion Option.

x I have an option to convert to a fixed rate as described below.

(B-1) I have a Conversion Option that I can exercise, unless I am in default or this Section 5(B) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 6(6-2) below.

The conversion can take place at any time after one year from the due date of my first payment. The "Conversion Date" will be the first day of the month after I have satisfied all of the conditions below, as determined by the Note Hulder. If I want to exercise the Conversion Option, I must first satisfy any condition which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy the following conditions: (i) I must give the Note Holder 15 days advance 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) prior to the Conversion Date, I must pay the Note Holder a conversion fee of \$500.00; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (v) I may have to pay an appraisal fee and prepay a portion of the principal balance of the foan under the following circumstance: If at loan origination, the principal amount of the loan is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to the Note Holder is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is amough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

(B-2) CALCULATION OF FIXED RATE

My new fixed interest rate will be equal to the Federal National Mortgage Association's required not yield as of the data 15 days before the "Conversion Date" specified by the Note Holder for 30 year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from three-eighths of one percentage point (0.375%) to one and one-eighth percentage points (1.125%), rounded to the newrest one-eighth of one percentage point (0.125%), depending on the emount of the unpaid principal balance Lam expected to owe on the Conversion Date pursuant to the following schedule:

0.375%	for unpaid balances	of up to	o #203,150.0 0	
0.875%	for unpaid balances	from \$3	203,151.00 to	\$450,000.00
1.125%	for unpaid balances	from \$4	450,001.00 mm	d Higher

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(8-2) will not be greater than 12.875% which is called the "Fixed Maximum Rate."

(B-3) 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 owe on the Conversion Date in full on the Maturity Date at my new fix d 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.

12. UNIFORM SECURED NOTE

In addition to the projections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dried the same date as this Note protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to right immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Convers or Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Coverent 17 of the Security in crument is described as follows:

TRANSFER OF THE PROPERTY OR A SENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or it is beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written compant, Lender may, at its option, require immediate payment in foll of all some secured by this Security Instrument. And option shall not be exercised by Lender if the exercise is prohibited by federal law as of the date of this Lender's Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by the Lender to evaluate the intended transferse as if a new Joan were being made to the transferse; and (b) Londer reasonably determines that Lender's security will not be impaired by the Joan assumption and that the risk of a bisach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may large a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transfered to eigh an assumption agreement that is acceptable to Lender and that obligates the transferee 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 Lander releases Borrower in writing.

If lender exercises the option to require immediate payment in 'oii. 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 falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by falls Security Instrument without further notice or damand on Borrower.

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described 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 baneficial 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 immediately youngent in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender it axproles 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 recycle a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all cums 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 Adjustable Rate dec.

BTEVEN E PINZAK	- (Seal) Borrower	MARY T DIXON	······(Øeni) Borrower
	(Seal) Borrower		·······(Seal) Borrower

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