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COOK COMBLY, ILLINOIS

1994 AUG 15 AM 11- 04

94722611

(Space Above This Line For Recording Data) -

MORTGAGE

170248989

THIS MORTGAGE ("Security Instrument") is given on

August 5, 1994

The mortgagor is

RICHARD E. PILTCH and MARY E. PILTCH HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

FIRST FEDURY SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA 633 LASALLE STRIET, OTTAWA, ILLINOIS 61350

, and whose address is

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED TWENT CATTUE THOUSAND DOLLARS AND NO/100---------Dollars (U.S. \$ 125,000.00). 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 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced September 1, 2024 e Note, w...

st, advanced unoc...
nants and agreements unoc...
t and convey to Lender the following.

T 2 IN BLOCK B IN GEORGIE W. DUNTONS R...
THE EAST 1/2 OF THE SOUTHNEST 1/4 NORTH OF NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MER.

LINGIS.

Permeasent Tax Number: 03-29-321-006 by the Note, with interest, and all reverse extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK County, Illinois:

10T 2 IN BLOCK B IN GEORGIE W. DUNTO'S ADDITION TO ARLINGTON HEIGHTS NO. 2 IN THE EAST 1/2 OF THE SOUTHWEST 1/. NORTH OF RAILROAD IN SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of

33.0 N. BELMONT AVENUE

(Streot)

Illinois

60004-6108 (Zip Coce)

("Property Address");

11.1.1.NOIS - Single Family - Fannie Mee/Fredille Mee UNIFORM INSTRUMENT (IFM 14741.) (9202)

Latington heights {Cuy}

Form 3014 9/90 (page 1 of 6 pages) (ligal Lakes Business forms, Inc. IIIII) to Oriser Call. 1 800 820 9292 1 35AX 818-591-1121



TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, and fixtures now or hereafter a pair 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 tawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Froperty and that the Property is uncucumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any oncumbrances of record.

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

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THE RESERVE OF THE PARTY OF THE

ITEM 1876(2 (8202)

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 Tuxes 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; and (t) any sums payable by Borrower to Lender, in accordance with the provisions of purugraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow 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 four may require for Borrower's escrow account under the 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 the copolies 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 a expenditures of future Escrow Hems or otherwise in accordance with applicable law.

The Funds shall be beld in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lander is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Renus. Lender on y not charge Borrower 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. Newever, 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 taw 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 annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the reads 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 ranounts 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 Escroy Jems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount pecessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, a Lender's sole 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 sell the Property, Lender, prior to the acquisition or sale of the Property, shalt apply any Funds held by Lender (i.d. etime of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Phyments. Unless applicable law provides atherwise, 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 are fute the configurations are made paragraph 2: third, to interest due; fourth, to principal due; and last, to are fute charges due under the Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehol; payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in Pat manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower start promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security In a union 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 or rotize.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or here are erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other higherds, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londor's approval which shall not be unreasonably withhold. If florrower fails to maintain coverage described above, Londor may, at Londor's option, obtain coverage to protect Londor's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Londer 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 promiums and renewal notices. In the event of loss, Borrower shall give prompt notice in the insurance currier and Londer. Londer may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or positione the due dute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Porrewer shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year effer the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withh (d) or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, thimage or int air the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forces or action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrow's 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 forteinire 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 to in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Leader agrees to the merger in writing.

7. Protection of Lender's Rights in the Prover y. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a Leal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probat), for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whitever is necessary to protee; the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums coursed by a lien which has priority over this Security Instrument, appearing in court, paying reasonable altorneys' fees and entering on the Property to make repairs. Although Lender may

take action under this paragraph 7, Lender does not have to do an

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 tem; 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage assurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously to effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is and available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premine being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and remin these payments as a loss reserve in lien 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 nn insurar approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain, avergage insurance in effect, or to provide a loss reserve, urtil the requirement for mortgage insurance ends in accordance with any written agreement between Horrower and Lender or applicable law.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 9. Inspection.

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 (CO20) C38781 P311

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any condomination or other taking of any part of the Property, or for conveyance in lieu of condomination, are hereby

assigned and shall be paid to Lender.

A CONTRACTOR OF THE PROPERTY O

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, 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 Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sams secured by this Security Instrument whether or not the sams 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 fulls to respond to Lender within 30 days after the date the notice is given, Londer 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. Horrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment 11. Horrower Not Released; Forbearance by Lender Not a Walver. Extension of the time for payment or modification of amortization of the sures 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'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 generation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or corrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

12. Successors and Agaigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall Law and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Horrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute div Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Project's ander 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

Horrower's consent.

13. Loan Charges. If the loan secure/ op 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) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sume 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 making a direct payment to Borrower. If a refund reduces program, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for it 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 Lender shall be given by first class mail to Lender's address stated herein or any other any ose Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have to engineer to Borrower or Lender when given as provided

in this paragraph.

15. Governing Law; Severability. This Security Instrument shrat be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provise a 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 or the Now and of this Security Instrument.

17. Trunsfer 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 ear isorrower 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 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 secured by this Security Instrument. If Borrower facts to pay these sums prior to the expiration of this period, Univer may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or suc, c, her period as 176M 1876L4 (9202)

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applicable law may specify for roinstatement) 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 Lander all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable uttorneys' 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 Horrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments one 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, Horrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice

will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Horrower stall promptly give Lender written notice of any investigation, claim, demand, laysuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardons Substance or Environmental Law of which Herrower has actual knowledge. If Horrower 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 the essary remedial actions in accordance with Environmental Law.

As used in this perhaporal 20, "Hazardons Substances" are those substances defined as toxic or hazardons substances by Environmental Law and the lollowing substances: gasoline, kerosene, other Hammable or toxic petroleum products, toxic pesticides and perbicides, velatife solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "E-orizonmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safet of invironmental protection.

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

21. Acceleration: Remedies, Leoder shall give notice to Burrower 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 fallure to cure the default in 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 electron reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of florrower to acceleration and foreclasers. If the default is not cured on or before the date specified in the notice, Lender at its option may require Emmediate payment in full of all sums secured by this Security Instrument without further demand and may forcelose this Security Instrument by judicial proceeding. Conder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recognizion costs.

23. Walver of Homestead. Borrower waives all right of homestead (xemption in the Property. Corts Office

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

this Security Instrument, the covenants and supplement the covenants and agreements Instrument. [Check applicable box(es)]			
X Adjustable Rate Rider	Condomin	ium Rider	x 1-4 Family Rider
Graduated Payment Rider	Planned U	nit Development Rider	Biweekly Payment Rider
Balloon Rider	Rato Impre	nvoment Rider	Second Home Rider
Other(s) (specity)			
BY SIGNIPEO BFILEW, Borrower acceptionality Instrument and the any enter(s) execution and the second	•		ntained in pages 1 through 6 of this
Windson ()		Witness:	Scall (Scall)
RICHARD E. PROTER	(Scal) Horrower	MARY E. PULTCH	Scall)
	(Scal)		(Scal) Hornwer
STATE OF ILLINOIS,	Cook	County ss:	
l, the undersigned	0	, a Notary Pul	blic to and for said county and state,
do hereby certify that Richard E. T	Piltob end Ma	wy E. Piltch, Bus	band and Wife
* Desc	sonally known as a	je to be the same persont:	s) whose name(s) — $\alpha r \sigma$
subscribed to the foregoing instrument, appearance	ned before me thi	Oby in person, and ackno	wledged that thoy signed
and delivered the said instrument as	their:	rice and voluntary act, t	or the uses and purposes therein set
torth.		9	
Given under my band and official seal,	this 5th	day of Assitti	nt. 1994
My Commission expires:		0	
"OFFICIAL SE/ Cathy Korte Notary Public, State of This instrument was programming expired 1/	Illinois	Launy Ke	Notary Public
(Name) FIRS	ST FEDERAL	SAVINGS BANK	
(Address)		dio Strout	CO
1TEM 1876L@ (8202)	Joan Wies	brock	Form 3014 9/90 (page 6 of 6 pages) Great Lisas Business faires, the 16 order Call 1-800 830 8303 [1] (AX 616-201-113) 170248989

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A

PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS. Words, numbers or phrases preceded by a $[\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$
This Rider is made this 5th day of August 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS BANK.
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
310 N. BELMONT AVENUE, ARLINGTON HEIGHTS, IL. 60004-6108
Modifications, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RACE AND SCHEDULED PAYMENT CHANGES
(1) Initial Interest Table The Note provides for an "ositial Interest Rate" of and the scheduled payments. 7,250 %. The Note provides for changes in the interest rate and the scheduled payments.
(2) Change Dates Each date on which my interest rap could change is called a "Change Date."
(You must check one box and fill in the appropriate information)
The Note interest rate may change on the first day of the month beginning on and on the first day of the month every 60 months thereafter.
[] The Note interest rate may change on the day of the month beginning on months thereafter.
The Note interest rate may change and on every thereafter.
(3) The Index Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is:
WEEKLY AVERAGE YIELD ON U.S. T-BILL ADJUSTED TO A CONSTANT MATURITY OF SYRS
The most recent index tigure available as of the dute $\left[\begin{array}{cccccccccccccccccccccccccccccccccccc$
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.
(4) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding
Three and NO/1000 percentage points (3 000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest
(You must check one box and fill in any appropriate rounding value)
[x] one-eighth of one percentage point (0.125%).
() of one percentage point (%).
Subject to the limits stated in Section $A(S)$ on page two, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my scheduled payment.

(5) Limits on Interest Base thanges F C A C C C C C The interest rate I am required to pay at the first Change Date will not be greater than 9.250 % or less than 9.250 %. Thereafter, my interest rate will never increase or decrease on any single Change Date by more than 250 and WO/1000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding period.

(You must check one box and fill in the appropriate limit(s))

(Ye	(You must check one box and fill in the appropriate limit(s))					
[x]	My interest rate will nover be greater than	13.250	% .			
	My interest rate will never be greater than		% or less than	%.		
	43.44 M. C					

(6) Effective Date of Changes

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

(7) 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 scheduled payment before the effective date of any change. The notice will include information required by law to be given me and also the title of a deephone number of a person who will answer any question I may have regarding the notice.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum to an charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If any is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the periodical limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Cander may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any pair of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender (x,y) send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragreof of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) under current Note interest rate, or (2) an increase in (or gracival of) the limit on the amount of any one interest rate cree is a limit), or (3) a change in the Base Index figure, c. all of these, as a condition of Under's waiving the operate provided in paragraph 17.

By long this, Horrower agrees to all of the above.

RICHARD B. PILITCH MARY E. PITRICA

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1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 5th day of August 1994 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 Note to FIRST FEDERAL SAVINGS BANK

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

310 N. BELMONT AVENUE, ARLINGTON HEIGHTS, IL. 60004-6108

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(Property Address)

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. A DEVITONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter localed who, on, or used, or intended to be used in connection with the Property, including, but not limited to, those but the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparates, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigered oes, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curter a lods attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Justrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold escending Instrument is on a leasehold) are referred to in this 1-4 Family Rifer and the Security Instrument as the "Property."
- B. USE OF PROPERTY; CONPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classific (to), unless Lender 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 pe mitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property vithout Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall optionain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "HORROWER'S RIGHT TO REINSTATE" DELECTED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and herrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrow, shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Up is the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Legaer's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is or a lease hold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDIN IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("keets") 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 Lender or Lender's agents. However, Borrower shall receive the

MULTISTATE 1-4 FASHLY RIDER-Fannie Mae/Freddle Slac Uniform Instrument From \$170 9/90 (page 1 of 2 pages) | ILEM 1780L1 (0111) | To Orise Cir. 19 - 130 8302 (1781 840 780-12)

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Rents until: (i) Lender has given Horrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Londer 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 only,

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Londer only, to be applied to the sums secured by the Security Instrument; (ii) Londer shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender 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 inadequacy of the Property as security.

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

Boxover represents and warrants 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 Unider's agent or a judicially appointed receiver, shall not be required to enter upon, and take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed solver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive 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,

1. 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 BELOW, Borrow a ac epts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

Corn J RICHARD E. PILTCH

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