CORD AND RETURN TO: UNOFFICIAL COPY RECORD AND RETURN TO:

565 LAKCYTEN PARKNAY

SUITE 210

VERNON HILLS, IL 80081

94728118

94728118

..... | Space Above This Line For Recording Data)

### **MORTGAGE**

LENDER'S # 00-03-12700

THIS MORTOAGE ("Security Instrument") is given on BRIAN N. LONG AND CINDY B. LONG, HUSBAND AND HIFE

JULY 29, 1994. The mortgagor in DEPT- 01 RECORDING

T49999 TRAN 5138 08/17/94 12:39:00 68)18+ 5 DW - 8-- 94-- 728 1 18 CODE COUNTY RECORDER

("Borrower"), This Security Instrument is given to PMC MONTOADE CORP. OF AMERICA

which is organized and existing under the laws of TRE STATE OF 19410 address is 440 NONTH FAIRWAY DRIVE, VERNON HILLS, ILLINOIS 85055 , and whose

("Lender"). Borrower ower Lender the principal num of

Dollars (U.S. \$172,000,00 -- - - - - - ). This dobt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debter not paid earlier, due and payable on . This Security Instrument secures to Levice: (a) the repayment of the debt AUGUST 1, 2024 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 accurity 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

LOT 30 IN WEST END ADDITION TO LABRANGE, BETHO A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETMEEN CENTER LINE OF OODEN AVENUE AND THE NORTHERLY LINE OF RIGHT OF WAY OF CHICAGO, BURLINGTON AND DUTRLY RAILHOAD, IN COOK COUNTY, ILLINOIS.

PIN: 19-05-205-014 V. 77

which has the address of 150 NORTH DOVER AVENUE, LAGRANGE

Hinois

80525-1773

("Property Address");

(Zip Cixle)

(Stroot, City),

ILLINOIS-Single Family Famile Mae/Freddle Mac UNIFORM INSTRUMENT BID - BR(IL) INTOE!

VMP MORYGAGE FORMS 1 (513)293-8100 1 (800)821-7281 XC(800DAAA .05

XC18000

Property or Coot County Clerk's Office

TOOTTIER WITH all the improvements now or hereafter erected on the property, and all ensements,

TOGETHER WITH all the improvements now or herester erected on the property, and all ensements, appurtenances, and fixtures now or herester a part of the property. All replacements and additions shall also be covered

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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

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

1. Payment of Principal and Interest; Propayment 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 ("Punds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lieu on the Property; (b) yearly leasehold payments or ground cents on the Property, if any; (c) yearly baxard or property insurance premiums, (d) yearly flood is already property insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Borrow Items," Londer may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan 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. Section 2601 et seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Torrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, whose Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, "under 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 carnings 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 active to the Funds was made. The Funds are pledged as

additional security for all sums secured by this Security Instrument.

If the Punds held by Lender exceed the amounts permitted to by held by applicable law, Lender shall account to Borrower for the excess Punds in accordance with the requirements of applicable law. If the amount of the Punds held by Lender at any time is not sufficient to pay the Excrow 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 deficiency. 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 that 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, 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 Paymonts. 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 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; Lions. 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,

Form 8014 avent

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on

the Property insured against lose by fire, hazarda included within the term "extended coverage" and any other hazarda, including floods or thooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance exerier providing the insurance shall be chosen by Horrower subject to Londor's approval which shall not be unreasonably withhold. If Borrower falls 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 ignurance policies and renewals shall be acceptable to Lorder and shall include a standard mortgage clause, Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Lender all receipts of paid promiums and renewal notices. In the event of lows, Barrower shall give prompt notice to the

insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrewer.

Unless Lender and Borrower otherwise agree in writing, immunes 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 rentoration or repair is not economically feasible or Lendor'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 affored to sottly a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay suma secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Londer and Portower otherwise agree in writing, any application of proceeds to principal shall not ortend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Progray is acquired by Lender, Horrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sorms secured by

this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Malitenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Londor otherwise agrees in writing, which consent shall not be uncasonably withheld, or unless extenuating circumstances exist which are beyond Horrower's control. Borrower shall not destroy, damage or impair the Property, air. w the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action of presending, 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 lieu created by this Security Instrument or Lender's security interest. Horrower may care such a default and reliestate, as provided in paragraph 18, by causing the action or proceeding to be discrimed with a roling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the toan application process, gave materially false or inaccurate intermation or statements to Lender (or failed to provide Lender with any material information) in connection with the lorn evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security to 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 Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the lender and Lender's (2) rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs.

Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument, Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapsen 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 insurer approved by Lander. 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 gaid 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 Londer, it mortgage informace coverage (in the amount and for the paried that Londer 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 Borrower notice at the time of or prior to an impection specifying reasonable cause for the impection.

10. Condomnation. 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 Londer.

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 in 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 suma 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 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 less than the amount of the mana secured immediately before the taking, unless Borrower and Londor 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 abanklound by Borrower, or if, after notice by Londer to Borrower that the condumner offers to make an award or estile a claim for damages. Borrower falls to respond to Londer within 30 days after the date the notice is given. Lender is nother i.ed 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, whother or not then due.

Unless Londer and Borrower other vise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly perments referred to in paragraphs 1 and 2 or change the amount of such

11. Horrower Not Referred; Porbearing By Londor Not a Walver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to retesse a c 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 nums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a waiver of or proclude the exercise of any right or remedy,

12. Successors and Assigns Bound; Joint and Soveral Lightlity; Co-signers, The covenants and agreements of this Security Instrument shall bind and benefit the increments and swigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be sont and several. Any Borrower who consignife this Security Instrument but does not execute the Note: (a) is co-signing the Security Instrument only to mortgage grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not perconally obligated to pay the sums secured by thin Security Instrument; and (c) agrees that London and any otherin

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.

43. Loan Charges, If the lean 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 to reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any auma already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this related by reducing the principal owed under the Note or by making a direct payment to Borrower, If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note,

14. Natices. 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 Lender shall be given by first class mail to Leader's address stated herein or any other address Leader designates by notice to Borrower. Any natice provided 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; Soverability. 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 and the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had accorred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lich of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this regist 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 or 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 put 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 Liw. 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 shall promptly give Leader written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower Jearns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hizardous 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. Selfined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flag, mable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the perisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as fone we-

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 2ste 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 immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Rolonso, Upon payment of all sums secured by this Security Instrument, Londer shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

Intylete:

	24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded togethe with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument, (Check applicable box(os))	1
	X Adjustable Rate Rider  Graduated Payment Rider  Balloon Rider  V.A. Rider  Condominium Rider  Planned Unit Development Rider  Rate Improvement Rider  Other(s) Ispecify  Condominium Rider  Plannily Rider  Biweekly Payment Rider  Second Home Rider	
	904	
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any ridor(s) executed by Borrower and recorded with it.	y
	Witnesson: (Seal)	)
	BRIAN H. LCNG -Barrower	
/	X ana Gould	
	CINDY B. LONG -Barrower	N.
	5	þ.
	(Scal)	
	STATE OF ILLINOIS, -Borrower County #8:	
	who underseched	
	whe undersegned in Notary Public in and for said county and state do hereby certify that Brian h Kong and Cinely E. Kong, hisband & wy	Лe
	, personally known to me to be the same person(s) whose	
1	name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he is signed and delivered the said instrument as the fire and voluntary act, for the uses and purposes	i.
	Given under my hand and official scal thin	
	My Commission Expires: KIM KIMZEY	
	My Commission expenses	
	This Instrument was prepared by: HEIDI K. PACK, VEHNON HILLS, (L. 8008)	

LENDER'S #: 09-05-12798

### ADJUSTABLE RATE RIDER

(1 Your Treasury Index - Rate Caps)

TITIS ADJUSTABLE RATE RIDLE in made this 1994 , and in 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 PRC MERIDAGE CORP. OF AMERICA. AH DHEO CORPORATION

(the "Lender") of the same data and covering the property described in the Security Instrument and located

150 NORTH DOVER AVENUE, LAGRANGE, ILLINOIS 00525-1773

[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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENASTIS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lendor further covenant and agree as follows:

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

The Note provides for an initial interest rate of accommensary, 2000 %. The Note provides for changes in the interest rate and the monthly payments as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

Beginning with the first Change Date, my interest rate will be ordered on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constrat maturity of 1 year, as made available by the Pederal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Corrent Index."

If the Index is no longer available, the Note Holder will choose a new index which in based upon comparable information. The Note Holder will give me notice of this choice,

(C) Calculation of Changes

Before each Change Date, the Nove Holder will calculate my new interest rate by adding Current 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.

MULTISTATE ADJUSTABLE RATE RIDER-ARM 5-2-Singly Family- Family Family May/Fraddia May United Instrument

Ferm 3111 3/86

-822B (0108) VMP MONTOAGE FORMS . (313)283-8100 . (400)621-7281 AC2040DAAA .00



Property of Cook County Clerk's Office

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in Infl 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 psyment.

(D) Limits on Interest Rate Changes

The interest rate large required to pay at the first Change Date will not be greater than ----- 9,2500 % any single Change Date by more than two percentage points (20%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than \_\_\_\_\_\_13.2500 %.

(E) Effective Date of Changes

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

(P) Notice of Changes

The Note Halder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given race and also the title and telephone number of a person who will answer any question I may have regarding the notice.
B. TRANSPER OF TAP: PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all surva secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is projutated by federal law as of the date of this Security Instrument, Lender also shall not exercise this option if: (a) for rower causes to be submitted to Londer information required by Lender to evaluate the intended transferce as it a new loan were being made to the transferce; and (b) Londer 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 in acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the form assumption, Lender may also require the transferce to sign 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 or obligated under the Note and this Security

Instrument unless Lender releasen Borrower in writing.

If Lender exercises the option to require immediate payment in fail, Lender shall give Horrower 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 Horrower must pay all sums secured by this Security instrument. If Berrower falls to pay these sums prior to the expiration of this period, Lender may invoke any corredies permitted by this Security Instrument without further notice or domand on Borrower.

accepts and agrees to the terms and envenants contained in this	BY SIGNING BRLOW, Borrower Adjustable Rate Rider.
(Seal)	
MINTAN N. LONG Hornwar	
X (may a Kenny (Soul)	
CINDY B. LOWS - Horrowar	
(Scal)	
(Sent)	
- Horrower	

Property or Coot County Clert's Office