This Instrument Was Prepared By: NNV. ALEXANDER

When Reported Mail To

FURST NATIONWIDE MORTGAGE DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450

94937777

(Space Above This Line For Recording Data)

DOC. 020

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 17, 1994 The mortgagor is WILSON C. MAROKEL AND JACKLIN MAROKEL, HUSBAND AND WIFE

> DEPT-01 RECORDING T+0011 TRAN 4471 11/03/94 14:45:00 +4149 + RV \*-94-93ファブ

COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE MORTGAGE CORPORATION under the laws of THE STATE OF DELAWARE WEST SACRAMENTO, CA 95605

which is organized and existing , and whose address is 860 STILLWATER ROAD,

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

ONE HUNDRED FIFTEEN THOUSAND AND 00/100

Dollars (U.S. \$ \*\*\*\*115,000,00). This debt is evidenced by Borrower's note dated the same date as this Security In strument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 0. 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, a call renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to prote the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrum int and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY Mr. Clark's Office of the state REFERENCE.

PERMANENT INDEX NUMBER: 06-25-114-008

which has the address of

1114 WOODLAND HEIGHTS STREAMWOOD, IL 60107-0000

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

> ATTORNEY'S NATIONAL TITLE NETWORK, INC.

**CLOSER ID: 10435** FNMA/FHLMC Uniform Instrument 3014 9/90 Page 1 of 5 AIMI L0959 (R05) 4/91 IL - Single Family

COPY 01 OF 03

Losn # 0003511011

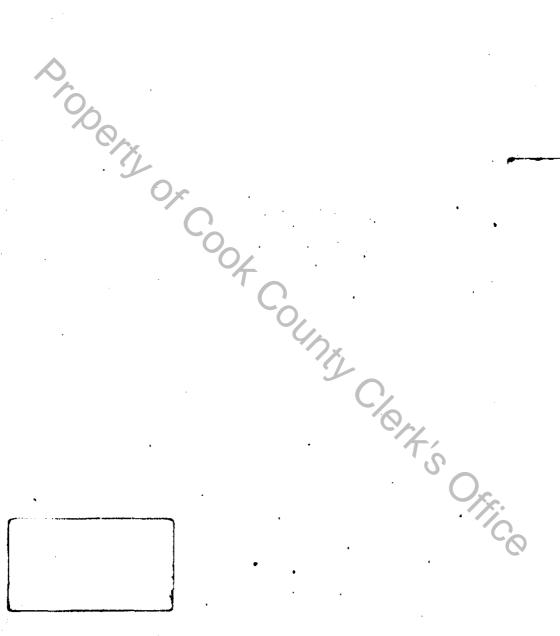
Copies: 1 of 3 - Return to Lender 2 of 3 - Borrower



### Lillian Co. 6

Property of Coot County Clert's Office The project of the control of the co

LOT 8 IN MEADOWS SOUTH PHASE ONE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE WEST 1/2 OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 1988 AS DOCUMENT 88277033, IN COOK COUNTY, ILLINOIS.



Property of Cook County Clerk's Office

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of

and interest on the debt evidenced by the Note 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 this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground reats 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 (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 "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 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. paragraph 2601 et soq. ("RESPA"), unless another lew 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 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 Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. 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 provide of erwise. 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 annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each delit 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 Lead rexceed 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, Ler ser may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Because shall make up the deficiency in no more than twelve monthly payments, at Lender's sole

Upon payment in full of all sums secu ed by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lendar. If, under paragraph 21, Lender shall acourse 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 area le 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 and a the Note; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due Lucier the Note.

4. Charges; Liens. Borrower shall pay all taxes, was ments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leaselo d 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 amoun's to be paid under this paragraph. It 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 (a Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's op'n' n operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender suocidinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain country over this Security Instrument, Lender may give Borrower anotice identifying the lien. Borrower shall satisfy the lien or take one or mo e on the actions set forth above within 10 days of the

giving of notice,

5. Hazard or Property Insurance. Borrower shall keep the improvements nov. raisting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained 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 mort; ego: lause, Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender at the place of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if

not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration in regain 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 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 Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in CLOSER ID: 10435 0003511011 Loan #

FNMA/FHLMC Uniform Instrument 3014 9/90

AIM2 Page 2 of 5 LO959 (RO5) 4/91 IL - Single Family

COPY 01 OF 03

Copies: 1 of 3 - Return to Lender 2 of 3 - Borrower

topolity of County Clerk's Office

paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lendar's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in 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 Londer 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 Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of 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 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 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 Lender. If substantially equivalent mortgage insurance coverage is not e allable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Berother when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve 'a live 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 the 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 monity ignering in accordance with any written agreement between Borrower and Lender or

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 inspection. or of ying reasonable cause for the inspection.

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 co ivey ince 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 is equal to or greater 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 Lind r otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lendon Dorrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days r. fer 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 rayments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any success a in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall and by required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify an ortification of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's success is 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 Assigns Bound; Joint and Several Liability; Co-signers. The covenants and greements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Caragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but do stot 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 not personally obligated to pay the sums secured by this Security Instrument; and (c) ag en that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consent.

13, Loan Charges, If the 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Lender whon given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law. such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

CLOSER ID: 10435 FNMA/FHLMC Uniform Instrument 3014 9/90 **EMIA** Page 3 of 5 L0959 (R05) 4/91 IL - Single Family

Loan # 0003511011

Copies: 1 of 3 - Return to Lender

2 of 3 - Borrower

Coot County Clert's Office

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

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

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

Instrument without further notice or demand on Borrower.

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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other 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 lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Nr. : (hange 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 payr at is 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, by e 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. For over shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borry were shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding in sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lencer 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 learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Suus an les" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, a resene, other flammable 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 jurisoriction 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 Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and 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 rand on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums security by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Under 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. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without

charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplies on the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box/cs))

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	Condominium Rider Planned Unit Development Rider Convertible Rider	1-4 Family Rider Biweekly Payment Rider Second Home Rider	9457777
--	--	---	---------

Operation of County Clerk's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

lelikon marakal	10-17-54
WILSON C. MAROKEL	Date
	18 1 C1
JACKLIN MAROKEL	/0-17-52 Date
	Date
004	Date
(Space Below This Line For Acknow	wiedgment)
STATE OF ILLINOIS	
COUNTY OF COCK	
, the audibioned, A notary public in and for sail that wilsone. Marokel and Lacinin Marok	COUNTY AND STATE DO HEREBY CERTIFY
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOR COING INS IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVING INSTRUMENT AND PURPOSE THERE GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	TRUMENT, APPEARED BEFORE ME THIS DAY /ERED THE SAID INSTRUMENT AS THEIR
9 and AY COMMISSION EXPIRES: 12124/95	10 Cond
	NOTARY PUBLIC
MELISSA KILANDIS NOTARY PUBLIC, STATE OF ILLINDIS MY COMMISSION EXPIRES 12/24/95	Clopts
	Office
•	် က <b>ဖ</b>

Property of County Clerk's Office

### RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed to Secure Debt) dated OCTOBER 17, 1994 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE MORTGAGE CORPORATION

(the "Lendor") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in inferest the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a writter around agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

#### "3. INTEREST RATE ADJUSTMENTS

#### (A) Definitions

THE "INDEX" IS THE WEEKLY AVERAGE VIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD (BUT GENERALLY NOT PUBLISHED UNTIL ONE WEEK AFTER IT IS MADE AVAILABLE). THE MOST RECENT INDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX." IF THE INDEX IS NO CONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW INDEX WHICH IS PASED UPON COMPARABLE INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE.

"MARGIN" The Margin is 2.875%.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Markin.

"INTEREST RATE" means the annual rate of interest charged on the principal baraco of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

CLOSER ID: 10435

Advantage

Page 1 of 2 SRA1

L1117 (RD6) B/94 NATIONWIDE

Loan # 0003511011

Coples: 1 of 3 - Lender

2 of 3 - Borrower

3 of 3 - File

COPY 01 OF 03

### 

The second of th

Of Colling Clark's Office

 $(a_1,\ldots,a_n)$  , which is the energy of the constraint of the constraint of the energy of the constraint of the constraint of the energy of the constraint o

And the second s

(B) Interest Rate Adjustment:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than TWO percent from the rate of interest in effect during the preceding TWELVE months. The Interest Rate will never be more than 11.750%. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may nothave invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

#### "4. PAYMENTS

(C) Associated Monthly Payments.

Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set to the in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has execut d this Security Instrument Rider.

	1/1-	
WILSON C. MAROKEL	10-17-94	(Seal)
WILSON C. MAROKEL	Q <sub>4</sub>	Onte
	160-17-54	(Seal)
JACKLIN MAROKEL		Date
· ·		(Seat)
	CO	Date
		(Seal)
		Date

CLOSER ID: 10435 Advantage Page 2 of 2 SRA1

L1117 (ROB) 8/94 NATIONWIDE

and the standard section of the sect 

Property of Coof County Clerk's Office