

94966063

DEPT-01 RECORDING

\$31.50

1000 TRAN 9997 11/14/94 15:06:00 1631 * CJ ※一字4一字66日63 COOK COUNTY RECORDER DOGGOT

(Space Above This Line For Recording Data)

MORTGAGE

November 8th, 1994 MAN MARRIED TO ROY THIS MORTGAGE ("Security Instrument") is given on moreover in MARLENE P. FULTZ, A MARRIED WO

RAVENSWOOD MORTGAGE CORPORATION THE STATE OF ILLINOIS

Security instrument is given to ("Borrower"). This , which is organized and existing

under the laws of THE STATE OF ILLINOIS 3139 NORTH LINCOLN AVENUE, SUITE 200 CHICAGG, ILLINOIS 60687

and whose address is ("Lander").

Borrower owes Lender the principal sum of Stry Four Thousand Eight Hundred and 00/100

). This debt is evidenced by Borrower's note dated the same date as this Security instrument

e. 17.00'00 Dollars (U.S. \$ _

("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1st, 2024

This Security instrument accurace to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of thr. 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 payment of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does by etc. mortgage, grant and convey to Lender the following described property located in

County, Illinois:

LOT 46 IN FIRST ADDITION TO A SAME MEADOWS BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 IN PARTITION OF THAT PAYLT OF WEST 1/2 OF SECTION 14M TOWNSHIP 36 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF RIVER AND EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1/17 DWNSHIP 36 NORTH, RANGE 14, EAST OF THE -OOA COUNTY C THIRD PRINCIPAL MERIDIAN, (EXCEPT RAIL ROAD), IN COOK COUNTY, ILLINOIS.

TAX ITEM NO: 29-14-150-023

94966063

which has the address of

1020 EAST 156TH PLACE

60419-

(Street) ("Property Address");

(C)ty)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all geser wints, apputtenances, 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 largeoing is referred to in this Security instrument as the "Property".

BCRROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has it a right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower variants 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 coverants for national use and non-uniform coverants with limited vertalions by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lander 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 aftain priority over this Security Insurance premiums; (b) yearly leasehold payments or ground rents on the Property; (if any; (o) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu 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 lederally related mortgage loan may require for Borrower's secrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2801 of eq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lander may, at any time, collect and hold Funds in an amount not to exceed the amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow terms or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lander, 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 applicable law provides otherwise. Unless 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, Lander shall not be required to pay Borrower any Interest or samings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the

ILLINOIS -Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT MAS Form - MAS0722

Funds. Lender shall give to Burrover, v. marrier rgs, in an old exclusion of the Funds and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender they 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 ell eums secured by this Security Instrument, Lender shall promptly retund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sells of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law prevides 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; lourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold paymonts or ground rents, if any. Borrower shall pay these obligations in the mainter provided in paragraph 2 or if not paid in that mainter, 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 talth 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 satisfactiory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property's subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower that lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or preserv insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance against loss by fire, has atom included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lander requires insurance shall be maintained in the amounts and for the periods that Lender requires. The estrance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withhald. Il Borrower fails to maintain coverage occurred 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 renavaisi shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and runervalls. If Lander requires, Borrower shall promptly give to Lender all receipts of paid premiums and ranewal notices. In the event of lose, Furrewer shall give prompt notice to the insurance carrier and Lender. Lender may make proof of lose if not made promptly by Borrower.

Unless Lender and Sorrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is operantically feasible and Lender's security is not become at the restoration or repair is not economically feasible or Lender's security would by less ened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any sxx as paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance came, her 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 Lander and Borrower otherwise agree in whiter any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 7 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Sorrower's right to any insurance policies and perceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security in immediately prior to the acquisition.

- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use 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 with the factor of this Security Instrument Corrower's ontrol. Borrower shall not destroy, damage or impair the Property, at our tesse extenuating circumstances exist which are beyond Corrower'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 torietture action or proceeding, whether or circinal, is begun that in Lander's good faith judgment could result in fortelture of the Property or otherwise materially impay the lien created by this Security Instrument or Lander's security interest. Borrower may ourse such a default and reinstate, as provided in pringraph 18, by causing the action or proceeding to be distincted with a ruling that, in Lander's good faith determination, precludes fonetiure of the Borrower's Interest in the Property or other material impairment of the lian created by this Security Instrument or Lander's security in rest. Borrower shall also be in default if Borrower with any material information in connection with the loan evidenced by the Note, including, Ind. not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is a in lessehold, Borrower shall comply with all the provisions of the lessehold. Borrower shall comply with all the provisions of the lessehold. Borrower shall comply with all the provisions of the lessehold. Borrower shall comply with all the provisions of the lessehold.
- 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the coverents and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Imperty (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may to and pay for whatever is necessary to protect the value of the Property and Lander's rights in the Property. Lender's actions may include paying any sums secured by a iten which has priority over this Security instrument, appearing in court, paying reasonable attorneys' less 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 amounte disbursed by Lender under this paragraph 7 shall become additional debt of Borrows: should by this Security instrument. Unless Borrowsr and Lander agree to other terms of payment, these amounts shall be an interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lander to Borrower requesting payment.

- 8. Mortgage insurance. If Lander required mortgage insurance as a condition of making the loan secure (b) this Security Instrument, Borrower shall pay the premiume required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander tapes or ceases to be in effect, Borrower shall pay the premiume required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance by Lander. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender required by 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 language ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lender or its agent ritay make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any sward 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 Lander.

Form 3014 990 (aage 2014 pages) Initials



In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument Immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less then the amount of the sums secured (minediately before the taking, unless Borrower and Lender 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 it, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Sorrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sume 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. Sorrower Not Released; Forberance Sy Lender 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 Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in Interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security. Instrument by reason of any demand made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lander in exercising any right or remedy,
- 12. Successors and assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and complit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) so co-signing this Security Instrument; to only or mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend a codity, 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 chall 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 propayment without any prepayment a targe under the Note.
- 14. Notices. Any notice to Borrower provided for in this Popurity instrument shall be given by delivering it or by mailing it by first class mall 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 Sorrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 13. Governing Law; Severability. This Security Instrument shall be joverned 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 Society 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 pectaged to be severable.
 - 16. Sorrower's Copy. Sorrower shall be given one conformed copy of the Nute 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 network person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Prourity instrument. However, this option shall not be exercised by Lender if exercise is prohibited by tederal law as of the date of this Security instrument.

If Lender exercises this option, Lander shall give Borrower notice of acceleration. The natice (h \) provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies periotited by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinatate. 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 flaw 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 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 Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the paw.Loan.Seculor.and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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Form 5014 9/90 Ipage 3 014 pages Initials

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MAS Form - MAS0722



20. Hazardous Substances. Elorrower 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 presences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lewsuit 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 it notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance attentions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other 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 isderal laws ind laws of the jurisdiction where the Property is located that relate to health, safety or environmental Law". tal protection.

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

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

21. Asceleration; Remarks. Lender shall give notice to Berrower 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) \(\tau_i\) data, 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 \(\textit{F}_i\) of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the for closure proceeding the non-existence of a default or any other defense of Borrower to acceleration and torsolosure. If the default is not cured on the form the date aspectfied in the notice, Lender at its option may require immediate payment in full of all aums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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22. Release. Upon Jay ant of all s without charge to Borrower, Borrow of chall pay an	sums secured by this Security Instrument, Lend by recordation costs.	ier shall release this Security Instrument
23. Walver of Homestead Borrows	er waives all right of homestead exemption in the i	Property.
24. Riders to this Security Instrument, the covenants and agreements of this Security Instrument as if the rid [Check applicable box(as)]	If one or more riders are executed by Borrower to much rider shall be incorporated into and shall a ar(a) were a part of this Security Instrument.	r and recorded together with this Security mend and supplement the covenants and
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Gradualed Payment Rider	1 Arrined Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rule Improvement Rider	Second Home Rider
Other(s) [apecity]	Ci	
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded with it	and agrees to the time, and coverants contains	ed in this Security Instrument and in any
Witnesses:	Malene	P. Falta (Seal)
	MARILENE P. FUIT.	-Воггомег
	MPT BOY L. FUNEZ IS	FIGNING THIS MORTGAGE TEXT
		OF WAIVING ANY AND ALL
		-Borrower
The American		
• .	·	(Seal)
	Space Below This Line For Acknowledgment	
STATE OF ILLINOIS, WILL 1, LALLY IR J. AY-RII THAT MARLENE P. FULTZ A MARRIED WOMAN	County sa: a Notary Public in and AND ROY L. FULTZ R L	t for said county and state, do hereby certify M.P. 7
	, personally known to m	ne to be the same person(s) whose name(s)
is/are subscribed to the foregoing instrument, appe		
signed and delivered the sett instrument as his/hi		rposes therein set iprin.
My Commisse Final State My Commisse Final State My Commisse Expres 5-16-97	Lauri	g. Chellosees
STORTH OF THE PROPERTY D. CONTERAV	ENSWOOD MTG, COMP.	County
Record and Relief 1 RAVENSWOOD MOF	TTGAGE CORPORATION	
MAS Form - MASO722 CHICAGO, TELINOIS	LN AVENUE, SUITE 200	Form 3014 9/90 (page 4 of 4 pages)
mad rutin - MASU142 CHICAGO, ILLINOIS	, 00001	FORTH GO (4 BESON (page 4 of 4 pages)

(1 Year I ressury Index - Hate Cape)
THIS ADJUSTABLE RATE RIDER is made this <u>8th</u> day of November, 1984
and is incorporated into and shall be deemed to smend and supplement the Mortgage, Deed,of,Trust.or,Security Deed (the "Socurity Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's
Adjustable Rate Note (the "Note") to
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1020 EAST 188TH FLACE DOLTON, ILLINOIS 60419- (Property Address)
(Li aber ch. wani gest
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 COMENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RAIE AND MONTHLY PAYMENT CHANGES
The Note provides for in nitial interest rate of 10.875 %. 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 may may change on the first day of November 1995 , and on that day every 12th month thereafter. Sect date on which my interest rate could change is called a "Change Date."
(B) The index Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made
available by the Federal Reserve Board. Tie most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Mote Holder will choose a new index which is besed upon comparable
information. The Note Holder will give me notice of this choice. (C) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding
Fivepercentage points (
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 introest rate until the next Change Date.
The Note Holder will then determine the amount of the artitly payment that would be sufficient to repey 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 (1) be the new amount of my monthly payment. (D) Limits on interest Rate Changes
The interest rate 1 am required to pay at the first Change Drie will not be greater than 12.875 % or less than 10.878 %. The Note provides that in any event the increat rate shall not be less than the initial
interest rate. Theresfter, my interest rate will never be increased or decreased on any single
Change Date by more than two percentage points (2.0%) from the rate of in erest I have been paying for the preceding twelve months. My interest rate will never be greater than
(E) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pey 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.
(F) 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
monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER 24966057
Uniform Covenant 17 of the Security Instrument is mmended 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 Lander's prior written consent, Lender may, at its option, require immediately.
ate 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. Lender also shall not

Lender if exercise is prohibited by redered law as or the date of this security (natrument, Lender miso shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the Loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

MULTISTATE ADJUSTABLE RATE RIGER - ARM 5-2 - Single Family -Pannie Mae/Freddie Mac Uniform Instrument Form 3111 3/85



(seged 2 to 2 ega9)

Modified for First Security Savings Bank, F.S.B.

MAS Form DRKFS21

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Property of Cook County Clerk's Office (260() 69033646

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

without further notice or demand on Borrower. suce prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument acceteration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay those If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

unitess Lender refesses Borrower in writing. To the extent permitted by application law, Lender may charge a reasonable tea as a setumption to lender in the transferse to the losn assumption. Lender may also require the transferse to keep all the promises and agreements made in the Note and in this Security Instrument, Services will continue to be obligated under the Note and this Security Instrument. Services will continue to be obligated under the Note and this Security Instrument.