WHEN RECORDED MAIL TO:

DOCUMENT CONTROL DEPARTMENT P.O. BOX 7024

PASADENA, CALIFORNIA 91109-8974

CFC LOAN # 9015653

ESCROW/CLOSING #. 9015653



Prepared by: G.

BPACE ABOVE FOR RECORDERS USE

94028039

**MORTGAGE** 

THIS MORTGAGE ("Security Instrument") is given on December 22, 1993 AN UNMARRIED WOMAN, DIVORCED AND NOT REMARRIED DONNA M. WAIKEL

. The mortgagor is

("Borrower"). This Security Instrument is given to ALLIED REALTY FINANCIAL CORP

which is organized and existing under the laws of ILLINOIS address is 9957 S. ROBERTS ROAD PALOS HILLS. IL 60465, and whose

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

ONE HUNDRED THIRTY FOUR THOUSAND TWO MUNDRED FIFTY and 00/100

Dollars (U.S. \$ 134250.00

This debt is evidenced by Borrower's note dated the same (ate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payrole in January 1, 2024 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's cover any, and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 9 IN STOLTZNER'S RESUBDIVISION OF LOTS 13 TO 19 INCLUSIVE IN BLOCK 30 IN H.O. STONE & COMPANY'S ADDITION TO LA GRANGE PARK, A SUPULVISION IN THE EAST HALF OF THE NORTH EAST QUARTER AND IN THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF LANDS CONVEYED TO CHICAGO RAMMOND AND WESTERN RAILROAD, CHICAGO AND WEST TOWN RAILROAD COMPANY, INDIANA HAKBOR BELT RAILROAD COMPANY AND SUBURBAN RAILROAD COMPANY) ALL IN COOK COUNTY, ILLINGIS.

PERMANENT INDEX NUMBER 15-33-413-028-0000

which has the address of 501 NEWBERRY , LAGRANGE PARK 60525-("Property Address"); (Street, City).

[Zip Code]

ILLINOIS - Single Family - Famile Mac/Freddle Mac UNIFORM INSTRUMENT -6R(iL) (9212) CFC (3/93)

VMP MORTGAGE FORMS - (313)283-8100 - (800)521-7281

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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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to 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; 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 rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (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. Section 2601 et seq. ("RESPA"), unless another law 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 Fund, die 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 provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be equired 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 deries to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sures secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the 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 Lander shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, 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 provides otherwise, all plyments 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencin; the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless, do rower: (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 subording up the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 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 mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid 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 or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Porrower 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 1 aintenance 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 conjugue 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 commitments 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 judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Socurity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 10, by causing the action or proceeding to be dismissed with a ruling 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 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 eviden co 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 acqui es 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 (a)'s to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significand, affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enfo ce 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 toke action under this paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional activated for 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 available, Borrower shall pay to Lender each month, a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender oth rwise 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 abardoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for duringes, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apoly the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whe her or not then due.

Unless Lender and Borrower other vise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments re-erred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; For bearance 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 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 to 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 Lender in exercising my 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 inbility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and regigns 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) 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) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument, or the Note without that 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 arm unt 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 choice 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 are class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice p. ovir'er' for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this pararya. a.

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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. 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 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 prangingh 17.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. 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") if at ollects 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 new Loan Servicer and the address to which payments should be made. The notice will also contain any other information equited by applicable law.

information required by applicable 'aw

20. Hazardous Substances. Brown 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 Lim. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Si brances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender writte, notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private pa ty involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower harns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance of Environmental Law

necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further cover and 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 regult in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Frencety. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the force correction 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 📆 judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any preparation and recordation costs permitted under state law.

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

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24. Riders to this Security Instrument.	If one or more riders are a	versited by Romower and rece	orded together with this
Security Instrument, the covenants and agree	ments of each such rider shall	be incorporated into and shall	amend and supplement
the covenants and ay exments of this Security	Instrument as if the rider(s) w	ere a part of this Security Instr	ument.
[Check applicable vox(es)]  X Adjustable Rate Pider(s)	Condominium Rider	1-4 Family	Rider
Graduated Pay ne it Rider	Planned Unit Developm	<u></u>	Payment Rider
Balloon Rider	Rate Improvement Rid	er Second Ho	ome Rider
☐ V.A. Rider	Other(s) [specify]		
BY SIGNING BELOW, Borrower accept		covenants contained in this Sec	curity instrument and in
any rider(s) executed by Borrower and recorde Witnesses:	an white		
rv garouses.	Just	<u>ca. M. Weik</u> M. WAIKEL	(Scal)
	DONNA	M. WAIKEL	-Borrower
	' _		(Scal)
			-Borrower
	0,		
	(Seal)	)	(Scal)
	-Borrower	7)	-Borrower
	Comb	County ss:	
STATE OF ILLINOIS,	Con R.	County ss:	
I. Rhonda vavit	, a Notary Public i	n and for wid county and state	do hereby certify that
Donna M. Warkel	Derived and no	to Albana of Colors	ר
franka Mr. Cellines		nown to me to be the same pe	
subscribed to the foregoing instrument, appeara	ed before me this day in person	nown to me to be the same per	she
signed and delivered the said instrument as	han free and voluntary ac	ct, for the uses and purpos at	
Given under my hand and official seal, this	s 3.3rd day of De	cember of	c 1993 .
My Commission Expires:	ير 🔾	Amida Amis	<b>/</b>
My Commission Expires.	Notary Pub		
	3	"OFFICIAL SEAL"	9
This Instrument was prepared by: Prepared	by: G. GROVES	Rhonda Davis Notary Public, State of Illinois	
-6R(IL) (9212) CFC (3/93)	Page 6 of 6	My Commission Expires 5/2/94	Form 3014 9/90
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WHE'S RECORDED MAIL TO: DOCUMENT CONTROL DEPARTMENT P.O. BOX 7024 PASADENA, CALIFORNIA 91109-8974

Prepared by: G. GROVES

LOAN #: 9015653

ESCHOW/CLOSING #: 9015653

SPACE ABOVE FOR REGORDERS USE -

### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of December.

19 93 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ALLIED REALTY FINANCIAL CORP

(the "Lender") of the same date and covering the proper v described in the Security Instrument and located at: 501 NEWBERRY LAGRANGE PARK, IL 60525-

[Property Audrass]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORPOWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

CONV ARM PLAN ( & (f) Multistate Adjustable Rate Rider 1C123(US (06/93)

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Initials: DW





### 94028039

LOAN # : 9015653

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.250 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Charge Dates

The adjustable interest rate I will pay may change on the first day of January . 19 95 , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date".

### (B) The Index

Beginning with the rist Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on Uraud States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

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

TWO & SEVEN-EIGHTHS percentage points (2.875 %) to the 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.

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 full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.250 % or less than 3.250 %. Thereafter, my adjustable 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 interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.250 %, which is called the "Maximum Rate".

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will fay 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 adjustable interestrate and the amount of my monthly payment before the effective date of any change. The notice will include infornation required by law

CONV ARM PLAN I & III Multistate Adjustable Rate Rider 2C1232US (06/93)

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LOAN # : 9015653

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. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

### 5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option 1) Convert to Fixed Rate

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

The conversion was only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and et only on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder netice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ NONE; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect a conversion.

### (B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

### (C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payment. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly present after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

### C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BURROWER

i. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follow:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of une Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and 3 or tower is not a

CONV ARM PLAN I & III Multistate Adjustable Rate Bider IC1233US (06/93)

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LOAN # : 9015653

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. Lender also 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 a ceptable to Lender.

To the chem permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the local assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lond's and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security I strument. Borrower will continue to be obligated under the Note and this Security Instrument

unless Lender release. Borrower in writing.

If Lender exercises (at option to require immediate payment in full, 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 ray 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 Periower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Coverant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect,

as follows:

Transfer of the Property or a Ben ficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a ben ficial interest in Borrower is sold or transferred and Borrower is not a

interest in it is sold or transferred (or if a ben fic al 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. He waver, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Securic Instrument.

If Lender exercises this option, Lender shall give Bonower 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 oay 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.		16	
By SIGNING BELOW, Bor Rate Rider.	rower accepts and agrees to the	erar and covenants contained in this	Adjustable
Kale Rider.	- 1 D	9	
A-1011119 111. 11/20	(Scal)		(Scal)
DONNA M. WAIKEL	- Borrower		- Bonower
		O//	
	(Scal)		(Seal)
	- Borrower	0,	Borrower
CONV		0,50	
ARM PLAN I & III		1/0	

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WHEN RECORDED MAIL TO:

DOCUMENT CONTROL DEPARTMENT F.O. BOX 7024
PASADENA, CALIFORNIA 91109-8974

LOAN #: 9015657

ESCHOWICLOSING A: CO15653

94028039

Prepared by: Q. GROVES

### ADJUSTABLE RATE RIDER NO. 2

ARM PLAN I, III, X, & XA

THIS ADJUSTABLE RATE RIDER NO 2 is made this 22nd day of December, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") bearing the same date as this Rider and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Floic (the "Note") to ALLIED REALTY FINANCIAL CORP

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

501 NEWBERRY LAGRANGE PARK, IL 60525[Property (dd. see]

The Note has been modified by means of a Rider to the Now to provide the following:

1. Borrower's new, fixed interest rate will be equal to the Feueral National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery commitments, plus ZERO & SEVEN-EIGHTHS percentage points (0.875 %) rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery ARM PLAN I. III. X. A. XA

ARM PLAN I, III, X, # XA MORTGAGE CONVERSION RIDER 101221XX (08/93)

Page 1 of 2

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LOAN # : 9015653

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commitments, plus NONE		perce	entage point(s)	0.00	%
rounded to the nearest one-eighth of one po because the applicable commitments are no	ercentage point	t (0.125%). If the C Note Holder	nis required ne will determine	t yield cannot b Borrower's in	e determined terest rate by
using comparable information.  2. In order to exercise the Conversion					
days of any month, and at least 45 days be	fore the inten-	ded conversion	date, and the N	Note Holder mu	ist receive as
executed "Modification Agreement" by the fifth day of an; month, said notice will be to	cated as havin	g been received	on the first bu	siness day of th	ie succeeding
month. If the executed "Modification Agre notice was given written notice must be	ement" is not	received by the	e 15th day of	the month in v	vhich written
Agreement" must be executed and received	by the Note H	lolder by the 15	th day of that i	nonth. Notice c	of conversion
must be given in the manner described in S day the Note Holder receives it. In order to	he entitled to	exercise the Co	nversion Optic	on, Borrower it	tust not have
been more than 30 days are in making any Borrower gave the above notice of intent to	monthly pay	ment which wa	s due during (	he 12 month p	oction before
any other provisions of the Security Instrum	tent during the	at 12 month per	iod.Exercise (	of the Conversi	on Option is
not permitted where, upon c m ersion, the Note. In no event shall the rate inder this sec	tion exceed the	e maximum rate	in Section 4(I	)) of the Note.	
3. Borrower will be in default if Borrofull amount of each monthly payment on	the date it is	due. If Borrow	er in default,	the Note Hold	er may send
Borrower a written notice stating that if Bo certain date, the Note Holder may require B	rrower does n	ot correct the v	riolation or pay	y the overdue t	amount by a
been paid and all the interest that Borrow r c which the notice is delivered or mailed to Bo	owes on that at	mount. That date	must be at lea	sı 30 days after	the date on
<ol> <li>The Note Holder may in its discreti</li> </ol>	იუ <i>ა</i> უცse the p	rovisions of the	Rider to the N	lote, which are	described in
Paragraphs 2 through 3 above, to cease to h provided in the Note.					
BY SIGNING BELOW, Borrower acce Rate Rider No. 2.	pts and agreer	to the terms a	nd covenants c	ontained in thi	s Adjustable
No. 32 2 6 6 6		0			
DONNA M. WAIKEL	(Scal) - Borrower	<u> </u>			(Scal) - Borrowei
		<sup>4</sup> O <sub>x</sub>			
	(Seal)		<u> </u>	·	(Seal)
	- porrower				· Hottower
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