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GEORGE E. COLE
LEGAL FORMS

No. 612
February, 1993

QUIT CLAIM DEED
Statutory (ILLINOIS)
(Individual to Individual)

94127293

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9410115
Simpson
9/10/94

THE GRANTOR Lauretta M. Trelease
AKA Lauretta M. Kirby

2/11/94

of the city of Morton Grove County of Cook
State of Illinois for the consideration of
Ten and 00/100 DOLLARS,

CONVEY and QUIT CLAIM to William F. Kirby and
Lauretta M. Trelease AKA Lauretta M. Kirby,
Husband and Wife as Joint Tenants with full
rights of survivorship

DEPT-01 RECORDING 425.50
7:0000 TRAM 6677 02/08/94 12:22:00
46824 2-4-94-127293
COOK COUNTY RECORDER

(The Above Space For Recorder's Use Only)

(NAME AND ADDRESS OF GRANTEE)
all interest in the following described Real Estate situated in the County of Cook in the
State of Illinois, to-wit: The south 1/2 of the west 1/2 of lot 8 in Robert Bartlett's
Simpson Street Estates, being a subdivision of part of the west 1/2 of the
northeast 1/4 of section 18, township 41north, range 13 east of the Third
Principal Meridian, according to the plat thereof recorded April 29, 1937
as Document 1198883, in Cook County, Illinois.

Permanent Index Number #: 10-18-201-049

Commonly known as: 6610 W. Foster Street, Morton Grove, Il. 60053

94127293

Receipt Under Provisions of
Sec. 6 of the Illinois Real Estate
Transfer Stamp Tax Act And
Sec. 6 of the Cook County
Real Estate Transfer Stamp Tax
Ordinance.
Serial 2-4-94

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of
Illinois.

Permanent Real Estate Index Number(s): 10-18-201-049

Address(es) of Real Estate: 6610 W. Foster Street, Morton Grove, Il. 60053

DATED this 4th day of February 1994

PLEASE PRINTOR Lauretta M. Kirby (SEAL) (SEAL)
TYPE NAME(S) Lauretta M. Trelease AKA
Lauretta M. Kirby 94127293 (SEAL) (SEAL)
BELOW
SIGNATURE(S)

State of Illinois, County of _____ ss. I, the undersigned, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

IMPRESS personally known to me to be the same person whose name _____ subscribed
to the foregoing instrument, appeared before me this day in person, and acknowl-
edged that _____ signed, sealed and delivered the said instrument as
a voluntary act, for the uses and purposes therein set forth, including the
release and waiver of the right of homestead.
My Comm. Expires 11/22/94

Given under my hand and official seal, this 4th day of February 1994
Commission expires 11/22 1994
This instrument was prepared by Paul Kless 508 Chard Graystone, IL
(NAME AND ADDRESS) 60050

MAIL TO { Lauretta M. Kirby
(Name)
6610 West Foster St.
(Address)
Morton Grove, IL 60053
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)
(City, State and Zip)

AFFIX "RIDERS" OR REVENUE STAMPS HERE

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Quit Claim Deed

INDIVIDUAL TO INDIVIDUAL

TO

GEORGE E. COLE
LEGAL FORMS

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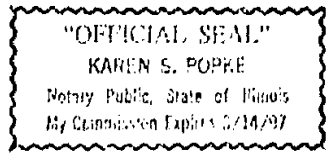
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STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated Feb 4 1994 Signature: Dymand Fields Grantor or Agent

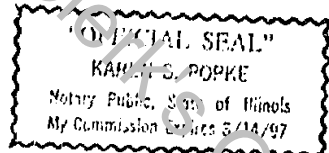
Subscribed and sworn to before me by the said agent this 4 day of February 1994. Notary Public Karen Popke



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated Feb 4 1994 Signature: Dymand Fields Grantee or Agent

Subscribed and sworn to before me by the said agent this 4 day of February 1994. Notary Public Karen Popke



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or AEI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgage, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a hereinafter, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure, and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made a party, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

THERE SHALL BE INCLUDED in any decree foreclosing this mortgage and be paid out of the proceeds of any sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including reasonable attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate provided for in the principal indebtedness, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid; (5) all sums paid by the Department of Veterans Affairs on account of the guaranty or insurance of the indebtedness secured hereby. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

94127074

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within thirty days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee.

The lien of this instrument shall remain in full force and effect (during) any postponement or extension of the time of payment of the indebtedness or any part thereof hereby secured; and no extension of the time of payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The Grantors covenant and agree that so long as this Mortgage and the said note secured hereby are insured under the provisions of the Servicemen's Readjustment Act of 1944, they will not execute or file for record any instrument which imposes a restriction

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upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

Should the Department of Veterans Affairs fail or refuse to issue its guaranty of the loan secured by this Mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the amount of the note secured hereby, within sixty days from the date the loan would normally become eligible for such guaranty, the beneficiary herein may at its option, to be exercised at any time hereafter, declare all sums secured by this Mortgage immediately due and payable.

THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure, to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the Mortgagor(s), the day and year first written. SEE ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL COVENANTS, AND CONDITIONS OF THIS MORTGAGE. SEE ASSUMPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH RECITED HERIN VERBATIM.

Borrower(s):

James P. Nicklas (Seal)
JAMES P. NICKLAS

Kimberly A. Maurer-Nicklas (Seal)
KIMBERLY A. MAURER-NICKLAS

(Seal)

(Seal)

STATE OF ILLINOIS } ss:
COUNTY OF Cook

I, Ardena Rogers, a notary public, in and for the county and State aforesaid, Do hereby Certify That James P. Nicklas and Kimberly A. Maurer-Nicklas and

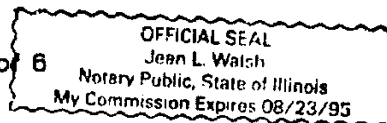
his/her spouse, personally known to me to be the same person(s) whose name Ardena subscribed to the foregoing instrument appeared before me this day in person and acknowledged that I signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 3rd day of February, 1994.
Jean L. Walsh
Notary Public,

This instrument was Prepared By JOE PRICE.

L969 08/93

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94200000

ADJUSTABLE RATE RIDER

VA CASE NO.

LH638978

THIS ADJUSTABLE RATE RIDER is made this 03 day of FEBRUARY, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Mortgage"), of even date herewith, given by the undersigned ("Mortgagor") to secure Mortgagor's Adjustable Rate Note ("Note"), of even date herewith, to BANCPLUS MORTGAGE CORP. ("Mortgagee"), covering the premises described in the Mortgage and located at 3848 W. BENCK AVE., ALSP, IL 60638.

Notwithstanding anything to the contrary set forth in the Mortgage, Mortgagor and Mortgagee hereby agree to the following:

1. Under the Note, the initial stated interest rate of FIVE AND ONE HALF per centum (5.50%) per annum ("Initial Interest Rate"), on the unpaid principal balance is subject to change as hereinafter provided. When the interest rate changes, the equal monthly installments of principal and interest also will be adjusted, as hereinafter provided, so that each installment will be in an amount necessary to fully amortize the unpaid principal balance of the Note, at the new adjusted interest rate over the remaining term of the Note.
2. The first adjustment to the interest rate (if any adjustment is required) will be effective on the first day of JULY 1985, (which date will not be less than twelve months nor more than eighteen months from the due date of the first installment payment under the Note), and thereafter each adjustment to the interest rate will be made effective on that day of each succeeding year during the term of the Mortgage ("Change Date").
3. Each adjustment to the interest rate will be made based upon the following method of employing the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index": the Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H, 15 (519)). As of each Change Date, it will be determined whether or not an interest rate adjustment must be made, and the amount of the new adjusted interest rate, if any, as follows:

INITIAL INDEX VALUE IS: 3.910

 - (a) The amount of the Index will be determined, using the most recently available figure, thirty (30) days before the Change Date ("Current Index").
 - (b) TWO percentage points (2.00%): the "Margin" will be added to the Current Index and the sum of this addition will be rounded to the nearest one-eighth of one percentage point (0.125%). The rounded sum, of the Margin plus the Current Index, will be called the "Calculated Interest Rate" for each Change Date.
 - (c) The Calculated Interest Rate will be compared to the interest rate being earned immediately prior to the current Change Date (such interest rate being called the "Existing Interest Rate"). Then, the new adjusted interest rate, if any, will be determined as follows:
 - (i) If the Calculated Interest Rate is the same as the Existing Interest Rate, the interest rate will not change.
 - (ii) If the difference between the Calculated Interest Rate and the Existing Interest Rate is less than or equal to one percentage point, the new adjusted interest rate will be equal to the Calculated Interest Rate (subject to the maximum allowable change over the term of the Mortgage of five percentage points, in either direction, from the Initial Interest Rate, herein called the "5% Cap").
 - (iii) If the Calculated Interest Rate exceeds the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point higher than the Existing Interest Rate (subject to the 5% Cap).
 - (iv) If the Calculated Interest Rate is less than the Existing Interest Rate by more than one percentage point, the new adjusted interest rate will be equal to one percentage point less than the Existing Interest Rate (subject to the 5% Cap).
 - (d) Notwithstanding anything contained in this Adjustable Rate Rider, in no event will any new adjusted interest rate be more than five percentage (5%) points higher or lower than the Initial Interest Rate. If any increase or decrease in the Existing Interest Rate would cause the new adjusted interest rate to exceed the 5% Cap, the new adjusted interest rate will be limited to five percentage (5%) points higher or lower, whichever is applicable, than the Initial Interest Rate.
 - (e) Mortgagee will perform the functions required under Subparagraphs 3(a), (b) and (c) to determine the amount of the new adjusted interest rate, if any. Any such new adjusted interest rate will become effective on the Change Date and thereafter will be deemed to be the Existing Interest Rate. The new Existing Interest Rate will remain in effect until the next Change Date on which the interest rate is adjusted.
 - (f) The method set forth in this Paragraph 3 of this Adjustable Rate Rider, for determining whether or not an adjustment must be made to the Existing Interest Rate incorporates the effects of the provisions of 24 CFR 203.49(e)(1) and 234.79(e)(1) which require that changes in the Index in excess of one percentage point must be carried over for inclusion in adjustments to the Existing Interest Rate in subsequent years.
 - (g) If the Index is no longer available, Mortgagee will be required to use any index prescribed by the Department of Veterans Affairs. Mortgagee will notify Mortgagor in writing of any such substitute index (giving all necessary information for Mortgagor to obtain such index) and after the date of such notice the substitute index will be deemed to be the index hereunder.

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4. (a) If the Existing Interest Rate changes on any Change Date, Mortgagee will recalculate the monthly installment payments of principal and interest to determine the amount which would be necessary to repay in full, on the maturity date, the unpaid principal balance (which unpaid principal balance will be deemed to be the amount due on such Change Date assuming there has been no default in any payment on the Note but that all prepayments on the Note have been taken into account), at the new Existing Interest Rate, in equal monthly payments. On or before the Change Date, Mortgagee will give Mortgagor written notice ("Adjustment Notice") of any change in the Existing Interest Rate and of the revised amount of the monthly installment payments of principal and interest, calculated as provided above. Each Adjustment Notice will set forth (i) the date the Adjustment Notice is given, (ii) the Change Date, (iii) the new Existing Interest Rate as adjusted on the Change Date, (iv) the amount of the adjusted monthly installment payments, calculated as provided above, (v) the Current Index, (vi) the method of calculating the adjustment to the monthly installment payments and (vii) any other information which may be required by law from time to time.
- (b) Mortgagor agrees to pay the adjusted monthly installment amount beginning on the first payment date which occurs at least thirty (30) days after Mortgagee has given the Adjustment Notice to Mortgagor. Mortgagor will continue to pay the adjusted monthly installment amount set forth in the last Adjustment Notice given by Mortgagee to Mortgagor until the first payment date which occurs thirty (30) days after Mortgagee has given a further Adjustment Notice to Mortgagor. Notwithstanding anything to the contrary contained in this Adjustable Rate Rider or the Mortgage, Mortgagor will be relieved of any obligation to pay, and Mortgagee will have forfeited its right to collect, any increase in the monthly installment amount (caused by the recalculation of such amount under Subparagraph 4(a)) for any payment date occurring less than thirty (30) days after Mortgagee has given the applicable Adjustment Notice to Mortgagor.
- (c) Notwithstanding anything contained in this Adjustable Rate Rider, in the event that (i) the Existing Interest Rate was reduced on a Change Date, and (ii) Mortgagee failed to give the Adjustment Notice when required, and (iii) Mortgagor, consequently, has made any monthly installment payments in excess of the amount which would have been set forth in such Adjustment Notice ("Excess Payments"), then Mortgagor, at Mortgagor's sole option, may either (1) demand the return from Mortgagee (who for the purposes of this sentence will be deemed to be the mortgagee, or mortgagees, who received such Excess Payments, whether or not any such mortgagee subsequently ceases to be the Mortgagee) of all or any portion of such Excess Payments, with interest thereon at a rate equal to the index on the Change Date when the Existing Interest Rate was so reduced, from the date each such Excess Payment was made by Mortgagor to repay ment, or (2) request that all or any portion of such Excess Payments, together with all interest thereon calculated as provided above, be applied as payments against principal.
5. Nothing contained in this Adjustable Rate Rider will permit the Mortgagee to accomplish an interest rate adjustment through an increase (or decrease) to the unpaid principal balance. Changes to the Existing Interest Rate may only be reflected through adjustment to Mortgagor's monthly installment payments of principal and interest, as provided for herein.

BY SIGNING BELOW, Mortgagor accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.



JAMES P. [unclear] - Mortgagor



KIMBERLY A. [unclear] - Mortgagor

[unclear] - Mortgagor

[unclear] - Mortgagor

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THIS RIDER IS MADE A PART OF AND INCORPORATED INTO THE DEED OF TRUST/MORTGAGE/
SECURITY DEED DATED THE 3RD DAY OF FEBRUARY
1994, MADE AND ENTERED INTO BY _____
JAMES P. NICKLAS and
KIMBERLY A. MAURER-NICKLAS

MORTGAGOR(S), AND BANCPLUS MORTGAGE CORP., MORTGAGEE. THE DEED OF TRUST/
MORTGAGE/SECURITY DEED IS HEREBY AMENDED TO ADD THE FOLLOWING:

Acceleration Clause: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1814 of chapter 37, title 38 United States Code.

Funding Fee Clause: A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee (at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 1829(b).

Processing Charge Clause: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which section 1814 of chapter 37, title 38, United States Code applies.

Indemnity Liability Assumption Clause: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

Date

2-3-94

James P. Nicklas
JAMES P. NICKLAS

Date

2/3/94

Kimberly A. Maurer-Nicklas
KIMBERLY A. MAURER-NICKLAS

Date

Date

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