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This Instrument Was Prepared By: CAROL M. TASHARSKI

When Recorded Mail To

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450 COOK COURTY ILLINOIS TEFOF SK KECOKO

ON MAR 25 AM 8: 40

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DOG. 020

MORTGAGE

AGE ("Security Instrument") is given on MARCH 18, 1994

BANDALL FIREER, A BACHELOR, AND JULIE ANN FIREER, A SPINSTER THIS MORTGAGE ("Security Instrument") is given on The mortgager is

("Borrower"), This Socurity Instrument is given to FIRST

MATIONWIDE BANK, A FEDERAL SAVINGS BANK , which is argunized and existing , and whom address is 135 MAIN STREET, SAN under the laws of THE UNITED STATES OF AMERICA FRANCISCO, CA 94105-1817

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

ONE HUNDRED FORTY THREE THOUSAND ONE HUNDRED AND 00/100 Dollars (U.S. \$ *****143, 100, 00). This dobt is evidenced by

Borrower's note dated the same date as this Security last ament ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 01, 2027. This Security Instrument secures to London: (a) the repayment of the debt evidenced by the Note, with interest, and all renowals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to prefect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrumen and the Note, For this purpose, Borrower does hereby mortgage, grant and convey to Lendor the following described property: located in County, Illinois: COCK

ADE COMPASSON OF THE CO AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

PERMANENT INDEX NUMBER: 14-30-215-022-0000

which has the address of

1703 WEST NELSON 60657-0000 CHICAGO, IL

("Proporty Address");

TOGETHER WITH all the improvements now or inreafter 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 lorogoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate boreby 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 domands, 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.

CLOSER ID: 10253

FNMA/FHEMC Uniform Instrument 3014 9/90 Page 1 of 5 ALMI

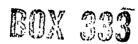
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UNIFORM COVENANTS. Horrower and Lendor povenant and agree or follows:

1. Paymont of Principal and Interest; Propaymont and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxos and Insurance. Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Londor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxon 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, if any; (a) yearly hazard or property insurance premiums, if any; and (f) any sums payable by florrower to Londor, in accordance with the provisions of paragraph 8, in flower the payment of mortgage insurance premiums. These items are called "Excraw Items." Londor may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's excraw account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Londor may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew 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 Londor, if Lender is such an institution) or in any Federal Home Lean Bank, Lender shall apply the Funds to pay the Escrew Home, Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrew necount, or verifying the Escrew Home, 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, the twise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower are interest or cornings on the Funds. Borrower and Lander may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Corrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional accurity for all sums accured by this Security Instrument.

If the Funds hold 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 Escrew Items when due, Lender may so notify Dorrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. But awar shall make up the deficiency in no more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured y, his Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under paragraph 21, Lender shall acquire or ... If the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds hold by Lender at the time of acquisition of sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable to provides otherwise, all payments received by Londor under paragraphs 1 and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due;

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

4. Charges; Lions, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground cents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay thom on time directly to the person ewed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly furnish to Londor receipts evidencing the payments,

Borrower shall promptly discharge any tien 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 render; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londor subordinating the lien to this Security Instrument. If Londor determines that any part of the Property is subject to a lien which may attain priority care this Security Instrument, Londor 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.

5. Hazard or Property Insurance, Berrower shall keep the improvements now of sting or hereafter erected on the Property insured against loss by lire, hazards included within the term "extended coverage" and any other mazards, including floods or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periodic that Lender requires. The insurance carrier providing the insurance shall be chosen by therewer subject to Londor's approval which that not be unreasonably withheld. If Borrower fails to maintain coverage described above, Londor may, at Londor's option, obtain covering to protect Londor'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 martga ree) are. Lender shall have the right to hald 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 prempt notice to the insurance carrier and Lender. Lender may make proof of loss if

not made promptly by Borrower.

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or robust of the Property damaged, if the restoration or ropair is economically lessible and Londer's security is not lessoned. If the restoration or repair is not economically feasible or Londer's security would be lessoned, 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 Londer that the insurance carrier has offered to settle a claim, then Londer may collect the insurance proceeds. Londer 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 Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the 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 Londor, Borrower's right to any insurance policies and proceeds resulting from shange to the Property prior to the acquisition

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Horrower's Lean Application; Leasehold, Borrower shall occupy, establish, and use the Property as florrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as florrower'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 withhold, or unless extenuating circumstances exist which are beyond florrower's control. Borrower shall not destroy, through or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default it any terfolture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in terfolture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in CLOSER 10: 10.253

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paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes toclaiture of the Borrower's interest in the Property or other material impairment of the tien created by this Security Instrument or Lendor's security interest. Decrewer shall also be in default if Horrower, during the loan application process, gave materially false or inaccurate information or statements to Londor (or failed to provide Londor with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not morge unless Londor agrees to the morger in writing.

7. Protection of Londor's Rights in the Property. If Borrower lails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptey, probate, for condomnation or locioiture or to onlorce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Leader's rights in the Property. Leader's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys! fees and entering on the Property to make repairs. Although Londer may take action under this paragraph 7, Londer descent have to do so.

Any amounts disbursed by Lender under this paragraph 2 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Londor 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 Londor to Horrower requesting payment.

8. Mortgage Insurance, Il 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. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Barrawer 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 Londor. If substantially equivalent mortgage insurance coverage is not a all able. Borrower shall pay to Lender such month a sum equal to one twelfth of the yearly mortgage insurance promium being paid by Bor ower when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain these payments us a loss reserve in I ou of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insucance coverage (in the an nount and for the period that Lender requires) provided by an insurer approved by the Lender egain becomes available and is obtained. Derriver shall pay the premiums required to maintain mortgage insurance in offset, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lander or applicable law.

Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of ar prior to an inspection specifying reasonable cause for the inspection,

10. Condomnation. The proceeds of any sward or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for consayar coin lieu of condamnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the preceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In it e 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 Londor otherwise agree 'e 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 be ore the taking. Any balance shall be paid to florrower. 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 Barrower and Lor for otherwise agree in writing or unless applicable law atherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by London a Borrower that the condemner offers to make an award or sottle a claim for damages, Borrower fails to respond to Lender within 30 days all it the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in paragraphs I and 2 or change the amount of such per monts.

11, Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Horrower shall not operate to release the liability of the original Decrewer or Berrower's successors in interest, Londor shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify any rtization of the sums secured by this Security Instrument by reason of any domand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or comedy

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers, The covenants and a reements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provision: af paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower who comigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to martgage, grant and convey that Borrower's interest in the Property Infor the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agree; that Lander and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terrain of this Security

Instrument or the Note without that Berrower's consent,

13, Loan Churges. 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 foun charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propeyment 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 Decrewer designates by notice to Lander, Any notice to Lander shall be given by first class muit to Londer's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Borrower or Londor when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by Indocal 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 Socurity Instrument or the Note which can be given affect 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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Losn # 0003341344

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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 Bandicial 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 Leader's prior written consent, Leader 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 Leader if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lander exercises this option, Lender shall give Verrower 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 Herrower must pay all sums secured by this Security Instrument. If Berrower 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 Roinstate, if Borrower mosts certain conditions, Borrower shall have the right to inveen forcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occured; (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 atterneys fees; and (d) takes such action as Lender may reasonably require to assure that the fien 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 occured. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of No. o. Change of Loan Servicor. 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 and 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 it in notice will also contain any other information required by applicable law.

20. Hazardous Substances. Por ever shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrover shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give London or don notice of any investigation, claim, domand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardeus Substance or Environmental Law of which Borrower has actual knowledge. If Porrower learns, or is actified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardeus Substance affecting the Property is necessary, Borrower shall promptly take all necessary remodial 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, her wone, other Hammable or toxic potroloum products, toxic posticides and herbicides, volatile solvents, materials containing asbestes or formal dehyde, 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 Londor further cases and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borro ver prior to acceleration tollowing 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) this stion required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The lotic shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreelesure. If the default is not cure in or before the date specified in the notice, Londer at its option may require immediate payment in full of all sums seemed by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Let der shall be antitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable atterneys' fees and costs of title evidence.

22. Rolease. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument without

charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded (op steer with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplicate the covenants and agreements of this Security Instrument, (Check applicable bestee)

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) specify	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Convertible Rider	1-4 Family Rider Biwookly Paymont Rider Second Home Rider
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CLOSER ID: 10253

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L0959 (805) 4/91 IL - Single Family

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Loan # 0003341344

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

HANDALL FIREER Juy	2/18/94
RANDALL FIREER	Dat
JULIE ANN FIAFER	apa 3/18/9
JULIE AMN FIRFER	Dat
	Üal-
TO CAN	Date (Space Balow This Line For Acknowledgment)
IN PERSON, AND ACKNOWLEDGED THE	RY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREHY CERTIFY PERSONALLY KNOWN TO ME TO BE THE SAME BED TO THE FORECOING INSTRUMENT, APPEARED BEFORE ME THIS DAY AT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR USES AND PURPOSES THEREIN SET FORTH. DAY OF MARC NOTARY PUBLIC
	AL SEAL" C. Regan State of Illinois n Expires 9/28/37

LOT ? IN BLOCK 2 IN SACHSEL'S ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 1/2 OF THE SCITH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING EAST OF THE RAILROAD COOK COUNTY CLOTH'S OFFICE RIGHT OF WAY OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY ADJUSTABLE RATE RIDER

(Cortificate of Doposit Indox-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18TH day of MARCH, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Doed of Trust, or Security Doed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

(the "Londor") of the same date and covering the property described in the Security Instrument and

located at: 1703 WEST NELSON,

CHICAGO, IL 60857-0000

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.

ADDITY.No.L. COVENANTS, In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender Jurillor governant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Chango Datos

The interest rate I will pay me, change on the first day of OCTOBER , 1994, and on that day every 61H month thereafter. Each date of chick 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 "ladex" in the weekly average of secondary market interest rates on 6-month acquitable certificates of deposit, as mede available by the Federal Reserve Board. The most recent ladex figure available as of the dat A5 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate thy new interest rate by adding 2.500 percentage points (2.500 %) to the Current Index. The Note Holder will the round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Sec. ior 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Helder will then determine the amount of the mond'y payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the matter; y date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my mentilly 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 4.500 % or less than 2.500 %. Thereafter, my interest rate will never be increased or for coased on any single Change Date by more than 1.000 percentage point(s) (1.000 %) from the rate of attrest I have been paying for the preceding months. My interest rate will never be greater than 9.500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interestrate and the a nour tol my monthly payment before the effective date of any change. The notice will include information required by law to be give i.m. 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

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

Transfer of the Property or a Bonoficial 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 Iull 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 acceptable to Lender.

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To the extent permitted by applicable law, Lender may charge a reasonable (so us a condition to Lender's consent to the loan assumption. Lender also may require the transferoe to sign an assumption agreement that is acceptable to Lender and that obligates the transferoe to keep all the provises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Londer exercises the option to require immediate payment in full, Londer 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 mulled 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, Londer may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

RANDALL FIFTH Story	3/18/14
RANDALL FIREIR	Date
Julii Clas Futer	3/18/94
JULIE ANN FIREER	Date
O/4	Date
	Tis Office

94272588

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 18TH day of MARCH, 1994 , and is incorporated into and shall be deemed to amond and supplement the Mortgage, Deed of Trust or Security Dead (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK

Instrument and loogled at:

(the "Lender") of the same date and covering the property described in the Security 1703 WEST NEUSON 60657-0000 CHICAGO, IL

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

Borrower and Lander funter covenant and agree as follows:

A. ADDITIONAL PROFERTY SUBJECT TO THE SECURITY INSTRUMENT, in addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Shour cylinstrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on in used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, ges, water, air and light, fire prevention and extinguishing apparatus, lecurity and access control apparatus, plumbing, bathtubs, water hosters, water closets, sinks, ranges, stoves, refrigorators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rads, attached mirrors, cabinots, panelling and attached floor coverings now or hereafter attached to the Oreporty, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument, All of the foregoing together with the Property described in the Security Instrument for the lensehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

8. USE OF PROPERTY: COMPLIANCE WITH LAW. Porrower shall not seek, agree to or make a change in the use

of the Property or its zoning classification, unless Lendy'r his agreed in writing to the change, Borrower shall comply

with all laws, ordinances, regulations and requirements of environmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by foliar law, Borrower shall not allow any tien inferior to the Security Instrument to be perfected against the Property without Lendor's prior written permission. D. RENT LOSS INSURANCE. Borrower shall maintain insure to against ront loss in addition to the other hazards

for which insurance is required by Uniform Covenant 5. E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform 2c vonant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Londer and Borrowor athorwise agree in writing, the first sentence in Uniform Covaniant 6 concerning Corrower's occupancy of the Propercy is deleted, All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect,

G. ASSIGNMENT OF LEASES. Upon Lendor's request, Borrower shall be up to Londor all feuses of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases. At ender's sole discretion. As used in this paragraph G, the word "lease" shall more "sublease" if the Security Instrument is one leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION, Borrower absolutely and unconditionally assigns and transfers to Lander all the rents and revenues ("Rents") or the Property, regardless of to whom the Rents of the Property are payable, Borrower authorizes Lender or Londer's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Bonts to Lender or Lender's agent. Lic. vever, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be puld to Lender by conducts agont, This assignment of Rents constitutes an absulute assignment and not an assignment for additional security cally,
If Lender gives notice of breach to Borrower; (i) all rents received by Borrower shall be held by Borrower as

trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the runts of the Property; (III) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written domand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Londer's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Bents, including, but not limited to, attornay's fees, racdiver's fees, premiums an receiver's bands, repair and maintainance costs, insurance premiums, taxes, assosaments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Londer, Lender's agents or any judicially appointed receiver shall be liable to account or only those Ronts actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the Inadequacy of the Property as security,

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If the Bents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Bents any funds expended by Londer for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Bents and has not and will not perform any act that would prevent Lander from exercising its rights under

this paragraph.

Lender, or Lenders agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or judicially appointed receiver, may do so at any time when a default occurs. Any application of Bents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Bents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. GROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lander has an interest shall be a breach under the Security Instrument and Lander may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING \mathbb{R}^n OW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Radall Jung	3/10/114 (5001)
RANDALL FIREER	3//0/11 (Saal) Date
Quhi ann Fufre	3/18/9/(500)
JULTE ANN FIREER	Date
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