94279539

WHEN RECORDED MAIL TO:
AMERICA'S WROLESALE LENDER
P.O. BOX 7024

PASADENA, CALIFORNIA 91109-8074

GFG LOAN #:

9250510

EBOROWOLOBING # RATJO?

E OI TIVW

95 MAR 22 AM 11: 21

MADLEK REAGC ABOVE FOR RECORDERS USE

~ #%#######

MORTGAGE

THIS MORTGAGE (Security Instrument") is given on March 9, 1994

DAVID DEVLEESCHOUWER

AND LUCILLE J. DEVIETSCHOUWER HUSBAND AND WIFE AS JOINT TENANTS

("Horrower"). This Security Instrument is given to AMERICA'S WHOLESALE LENDER

which is organized and existing under the laws of NEV YORK address is 155 NORTH LAKE AVENUE PASADEMA. CA 91109

, and whose

. The mortgagor is

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

ONE HUNDRED EIGHT THOUSAND and 00/100

Dollars (U.S. \$ 108000.00

This debt is evidenced by Borrower's note dated the same case in this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and paychle on April 1, 2024. This Security 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 sams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverages and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigage, grant and convey to hender the following described property located in COOK.

THE WEST 30 FEET OF LOT 7 IN BLOCK 2 IN HIELD AND MARTINS SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-21-307-003

REGULDING 37.00 MAIL 0.50

which has the address of 5251 WEST EDDY STREET, CHICAGO ("Property Address");

[Street, Cityl,

[Xip Code]
ILLINOIS - Single Family - Fonnie Mae/Freddle Mac UNIFORM INSTRUMENT

-8R(IL) (92(2) CFC (3/93)

WAR MORTGAGE FORMS - (213)292-8100 - (800)521-7281

Page 1 of 6

Form 3014 9/90 Initial (A.)

RECORDER

JESSE WHITE

ROLLING MEADOWS



Car Section

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, appartenances, 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 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.

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; (n) 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 Bood 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 cute, collect and hold Fonds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may reup its for florrower'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 Funds any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds and on the basis of current data and reasonable estimates of expenditures of future Escrow Bens 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 empired to pay Borrower any interest or earnings on the Funds, Borrower and Lender may agree in writing, however, that interest durit be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for an x_0 as 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 nothly 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, Lender 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 of, sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; 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 cay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be plat under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) ngrees 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 subordoming 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.

-6R(IL) (9212)

CFC (3/93)

Page 2 of 9

Form 3049 9/80

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or berealter erected on the Property insured against loss by Irre, 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 aubject 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 sams 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 Itoriower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation Maintenance and Protection of the Property: Borrower's Loan Application; 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 confirme to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender canerwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun 'nat'n Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his Security Instrument or Lender's security interest. Borrower may cure such a default and reinstante, as provided in paragraph 18, be causing the action or proceeding to be dismissed with a rading that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the ilen created by this Security Instrument or Lender's so crity 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 evidences by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights at 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 whe action under this paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt in 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 han 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 insurance and proved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mortal 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

Form 3014 9/90

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 same secured by this Security Instrument, whether or not then due, with any excess paid to Dorrower. 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 same secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the same 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 same 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 same secured immediately before the taking, unless Borrower and Lende of serwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument whether or not the same are then due.

If the Property is normoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for the again, Dorrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and opriv the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, which or not then due.

Unless Lender and Borrower rate wise agree in writing, any application of proceeds to principal shall not oxiend or postpone the due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; For occurance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sams 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 later is tor reluse to extend time for payment or otherwise modify amortization of the sams 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 any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Severy Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and ossigns of Lender and Dorrower, 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 sams secured by this Security Instrument; and (c) agrees that Lender and the 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. Lonn 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 an ount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class and 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 that class until to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice grow ded for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

-6R(IL) (9212)

CFC (3/93)

Page 4 of 0

Form 3014 9/90

INOFFICIAL CO

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 matural 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 sams 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 archanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured bereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

neceleration under pringraph 17.

19. Sale of No.e, Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sol, 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 charge in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service; and the address to which payments should be made. The notice will also contain any other information general to annulicable has

information required by applicable have address or which payments about a made transfer and the formation required by applicable have 20. Hazardous Substances. Be drower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Barrower 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 Hazardon. Substances that are generally recognized to be appropriate to normal residential uses

Borrower shall promptly give Lender writter, votice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private prity involving the Property and any Hazardons Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardons Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Environmen al Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender further coverant 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 pray to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care the default; (c) a date, not less than 30 days from the date the notice is given to Horrower, 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 Perperty. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the force/sore proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cared on or before the dute 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 by Indicial 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 sams secured by this Security Instrument, Lender shall release this occurity Instrument. Borrower shall pay any preparation and recordation costs permitted under state law.

Pape 5 of 6

23. Walver of Homestend. Borrower unives all right of homestead exemption in the Property,

-6R(IL) (9212) CFC (3/93) Form 3014 9/90 Initida: NO (4)

Security Instrument, the covenants and agrees the covenants and agrees neats of this Security	ments of each such rider shall be incorp	
[Check applicable box(e)] [X] Adjustable Rate Rider(s) [] Graduated Paymon Rider [] Balloon Rider [] V.A. Rider	Condominium Rider Planned Unit Development Ride Rute Improvement Rider Other(s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accept any rider(s) executed by Borrower and records Witnesses:	ed with it.	s contained in this Security Instrument and in
T GILLONG.		ESCHOUWER (Scal)
	Sucile J. A	RVLEESCHOUWER (Scal) EVLEESCHOUWER
	(Scal)	(Scal)
STATE OF ILLINOIS,	Coak Cou	
Nagred Deversion	a Notary Public in unit for Actives & March Le	The county and state do hopeby certify that
subscribed to the foregoing instrument, appear signed and delivered the said instrument as A Given under my hand and official seal, thi	personally known to , personally known to red before me this day in person, and ac . If free and voluntary-net, for the	me to be the same person(s) whose name(s) knowledged that the he is uses and purposes therein set forth.
My Commission Expires: 12195	Notary Public	201,864
This Instrument was prepared by: Prepared	Page Gold NO	OFFIGIAL SEAL " SENDIFER I. KOLEHPOTO 3014 0/90 TARY PUBLIC STATE OF ILLINOIS (COMMISSION EXPIRES 10/2/28)

WHEN PECORDED MAIL TO:
AMERICA'S WHOLESALE LENDER
F.C. BOX 7024
PASADENA, GALL-CORNIA 91109-8974

Propared by: L. BWIATER

LOAN #: 9250510

ESCHOW/CLOSING #:R41307

SPACE ABOVE FOR RECORDERS USE.

ADJUSTABLE RATE RIDER

KIDER RATE 9 day of THIS **ADJUSTABLE** is made this , and is incorporated into and shall be deemed to amend and March , 1994 supplement the Mortgage, Deed of Trust or Sect rity Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICA'S WHOLESALE LENDER, A NEW YURK CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5251 WEST EDDY STREET CHICAGO, IL 60641-Property Addicated

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.

MULTISTATE ADJUSTABLE RATE HIDER - ARM 5-2 - Single Family - Family Mas/Freddle M. - 'In', orm instrument

822A (880B).03 CFC (06/93)

Page 1 of 3 VMP MORTGAGE FORMS - (800)521-7291

CONV ARM PLANS II, IV, VI & 5-YR Fizad/25-YR Annual T-BIII ARM





LOAN #: 9250510

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Cham e Dates

The interest rate I will pay may change on the first day of Apr 11 on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date.

(B) The Index

Beginning with the lirst Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United Stress Treasury securities adjusted to a constant miturity 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 a ail big, the Note Holder will choose a new index that is based upon comparable information. The Note Holder win give me notice of this choice.

(C) Calculation of Changes

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

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 limis rated 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 Diae vill not be greater than

6.625 % or less than 2.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than we 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 10.625

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date, I will hav the amount of my new monthly payment beginning on the first monthly payment date after the Change Date wild the amount of my monthly payment changes again. (F) Notice of Changes

ARM PLANS II, IV, VI & 5-YR Fixed/25-YR Annual T-Bill ARM

CONV

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my

-022A (BR08).00 CFC (08/93)

Page 2 of 3

94279539

LOAN #: 9250510

monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding

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 Beneficial Interest in Harrower. 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) wi to a 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 redered law as of the date of this Security Instrument. Lender also shall not exercise this option if; (a) Borrower caus s to be submitted to Leader information required by Leader to evaluate the intended transferre as if a new loan were of any made to the transferce; 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 my covenant or agreement in this Security Instrument is acceptable to Lender,

To the extent permanel by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and the abligates the transferee to keep all the promises 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 Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide 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 date period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. - (Scaly) Mestic JAN Preschouwe -_ (Scal) DIVAC DEVLEESCHGUNER -Borrower (Scal) (Scal) -Borrower -Horrower (Space Below This Line Reserved for Acknowledgmen's -822A (8808).03 CFC (09/93) Page 2 of 3

ARM PLANS II, IV, VI & 5-YB Fixed/25YB Annual T-Bill ARM

94279539

Property of Cook County Clerk's Office