UNOFFICIAL CREMEDIAY: MARGARET HATSER UNDER SAVINGS

P.O. 90X 386 HINSUME, ILLINOUS 60521

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LOAN # 001-1144270

MORTGAGE

19 94. The morgagoris KENNETH R PLETCHER AND BONNIE B PLETCHER, HUSBARD AND WIFE

> The first of the second ("Borrower"). This Security Instrument is given to

HINSDALE FEDERAL BANK FOR SAVINGS. , which is organized and existing under the laws of the UNITED STATES, and whose address is P.O. BOX 386, GRANT SQUARE, HINSDIMEE, II, 60521 ("Leader"). Borrower owes Lend of the principal som of .. ONE HUNDRED FORTY-SIX THOUSAND (2000 HUNDRED FIFTY AND NO/100 Dollars (U.S. J., 146, 250, 60). This deby is evidenced by Horrower's note dated the same date as this Security Instrument (WA), I, which provides for monthly payments, with the full debt, if not paid earlier, due A/RIL 1, 2009 ... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the More, with interest, and all renewals, extensions and modifications of the Note; (b) the payeneset of all other sums, with interest, ad are ed under paragraph 7 to protect the security of this Security Institutent; and (c) the performance of Borrower's covenants and aprec new under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

LOT 69 IN BLOCK 21 IN WESTERN SPRINGS RESUBDIVISION OF PART OF EAST HINSDALE. IN SECTION 6, TOWNSHIP 38 HORTH, RANGE 12, GAST OF THE TRISD PRINCIPAL MERIDIAN, AND SECTIONS 31 AND 32, TOWNSHIP 39 NORTH, RANGE 32, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

94284252

PERMANENT TAXES NUMBER: 18-06-211-016

COOK COUNTY RECORDER \$6644 \$ ### 83790 \$7200 \$6644

DE61-01 RECORDINGS



WESTERN SPRINGS

Illinois 60556-1135 ("Property Address"): (Zin Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances. and fixtures now or hereafter a part of the property. All replacements and addition, 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 bereby conveyed and has the right to mortgage. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Forrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record-

THIS SECURITY INSTRUMENT concludes uniform covenants for national use and non-uniform covenants with funited variations by jurisdiction to constitute a uniform recurity instrument covering real property.

ILLINOIS -- Single Family -- Family Mac (Procedu Mac (INSFORM INSTRUMENT

Form 3814 5/81 (page 1 of 6 pages)

UNIFORM COVENANTS. Rorrowes 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. Yunds for Taxes and Insurunce. Subject to applicable law or to a written waiver by Lender, Biorrower shall pay to Lender on the day monthly payments are due under the Note, both the Note is paid in full a sum ("Finds") for: (a) yearly laxes and assessments which may attain priority over this Secontry Instrument as a ben on the Property; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in her of the payment of mortgage manrance premiums. These items are called "fiscrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage form may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2001 rr.org. ("RESPA"), unless another law the amplies to the Finds sets a lesser amount. If so, Lender may, at any time, collect and hold Fands in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimate of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposus are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Punds to pay the Escrow Items. Lender only not change Borrower for holding and applying the Funds, anomally 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 contaction with this loan, onless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be said. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accoming of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Finds exe pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender except the amounts permated to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instanceon, 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 or 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, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rems, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good 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 subordinating the fich to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may atlain 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.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

3. Imprection. Lender or its agent may make reaconable entries upon and imprections of the Property. Lender shall give Borrower notice at the time of or prior to see inspection specifying reasonable cause for the inspection

19. Condemnation. The proceeds of any award or claim for damages, direct or consequents), in connection with any conformation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any before shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle k c aim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authors also 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 Lander and Borrow's otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly, posiments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released: For learning By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Lability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any fer rearance 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 Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors at dessigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be so intended and 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 Propert, under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and ic) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

consent

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is brially 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 amount necessary to reduce the charge is the permitted limit, and the any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lander may choose to make this refund by reducing the principal owed in derit to Note or by making a attreet payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Boscower provided for in this Security Instrument shall be given by polivering it or by marling it by first class mail indices applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Boscower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated before or any other address Lender designates by notice to Boscower. Any notice provided for in this Security Instrument shall be deemed to have been given to Boscower of Lender when given as provided

n 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.

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

17. Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property of 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

All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the manance carrier and Londer Londer 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 aconomically feasible and Lender's security is not tessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a nonce 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the lac 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 Londer, Borrown'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 same secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Progression, Statistic nance and Protection of the Property; Borrower's Loan Applications Leaseholds. Borrower shall savepy, establish, and use the Property as florrower's proceed residence within sorty days after the execution of this Security Instrument and shall continue to occupy the Property as Porrower's principal residence for at least one year after the does of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless gate and ing circumstances exist which are beyond Bortower'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 that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the ben created by this Security Instrument or Lender's security interest. Horrower may core such a delian and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in 127,00% good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or maccurate information or statements to Lender (or failed to provide Land r 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 Institument is on a leasehold, for to ver shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the leaville shall not merge unless Lender agrees to the
- 7. Protection of Leuder's Rights in the Property. If Borrower firsts 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 Lenuer's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although a order may take 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 of Bostower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts and bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Bostower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being outd by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, 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.

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 for 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 some which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cored 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 reasonable 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 frequiry Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Sowever, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Bortower. 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. These also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Berrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not 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 Lender written nonce of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower leads, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 foundess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 50 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 notice 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 foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable afterneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead examption in the Property.

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Form 3014 - 5791 - spage 6 of A pages i

MORTGAGE RIDER

3.664 No. 1981-1144270 This Rider is made this 22nd **ABCT . 19 14 and is day of " incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Hinsdale Federal Bank for Savings (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 4016 GRAND AVE WESTERN SERINGS IL 60558-1135 (Property Address) If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control. 94284252 To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in overeship shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise whether it be directly or indirectly, of the premises covered hereby without the consent of the morn agee. By signing this, Borrower agrees to all of the above.

BOTTOME B PLETCHER (BOTTOME)

(Borniwer)

Property of Cook County Clerk's Office