PREPARED BY AND MAIL TO:

LOAN # 8293791

MIDWEST MORTGAGE SERVICES, INC. 1901 SOUTH MEYERS POAD, SUITE 300 OAKEROOK TERRACE, IL 60181

DEFT-01 RECORDING

\$43.50

740014 TRAN 1284 64/05/94 09128100

#4873 ***** 4-94-301349

MORTGAGE

THIS MORTGAGE ("Security I samment") is given on March 14th, 1994 . The mortgagor is

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUSTEE, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 18, 1994 KNOWN AS TRUST NO. 812343

("Borrower"). This Security Instrument is given to THE FIRST MATIONAL BANK OF CHICAGO

which is organized and existing under the laws of address is 1825 W. LAWRENCE AVENUE

THE STATE OF ILLINOIS

and whose

CHICAGO, IL 60604

ONE HUNDRED THIRTY FIVE THOUSAND & 00/100

("L/mder"). Borrower owes Lender the principal sum of

Delars (U.S. 5 135,000.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on April 1, 2024 Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under purigraph 7 to protect the security of this Security Instrument; and (c) the performance of Eurrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in TAX ID #: 13-25-114-023 PC 1 County, Illinois:

LOT 36 IN BLOCK 3 IN ALBERT WISNER'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIPD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 3007 N. ALBANY

Thuncas.

60618 12to Codel

("Property Address");

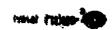
CHICAGO

Form 3014

KLMOR - Single Family - Female Mac/Fredd's Mac UNIFORM INSTRUMENT WINE LINKE

VMP MORTGAGE FORMS - (\$13)293-8100 - (600)521-7291

Page Laga





of the actions set forth above within 10 days of the giving of notice.

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4. Chargest Licias. Borrower shall pay all taxes, nearments, charges, force and impunious shall not the property of t

3. Application of Payments. Unions applicable law provides otherwise, all payments received by Lander smaler puregraphs is and 2 abull the applical; first, so say propagate the charges the Note; secured, to amounts payable than tenagraph 2;

held by Lender. II, under paragraph 21, Lender shall acquire or sell the Property, Leeder, Fare in the acquiribing or sale of the Property, thatil apply may Franks had by Londer at the tions of sexplication or sale as a could (2014) the tions seemed by this Security transment.

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otherwise in accordance with applicants bow. The France shall be held in an instructor, whose deposits are insured by a federal agency, instructonsisty, or entity (including

Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and insurance.

Leader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Insurance premiums; if supercy; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly load insurance premiums; if supercy; (e) yearly leasehold payments of package insurance premiums. These items are called "Escrow Items." Leader may, at any time, of the payment of montgage insurance premiums. These items are called "Escrow Items." Leader may in any in the payment of montgage insurance premiums. These items are called "Escrow Items." Leader may in any in the former in amount not to exceed the maximum amount a leader for a federally related montgage from may in a sign inne, to U.S.C. Section 2601 et seq. ("RESPA"), unless modifier law that applies to the Funds as issued montgage from may in a sign inne, to U.S.C. Section 2601 et seq. ("RESPA"), unless modifier law that applies to the Funds as issued montgage from may, at any time, of time, collect and hold Funds in an amount not to exceed the leaver amount. Lends may called "Escrow liems of current data and reasonable estimates of sume Escrow Items or estimates of funce Escrow Items or estimates of funce.

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I therefore on the debt evidenced by the Note and any prepayment and take charges due under the Note.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due the

variations by jurisdiction to consultant a uniform security instrument covering real property.

gram and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and defined generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for emissist use and non-uniform covenants with limited

All of the foregoing in referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully relaced of the estate hereby conveyed and has the right to mertgage,

TOCETHER WITH all this improvements now or hereafter erected on the property, and all essentist, apparenences, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security littarument.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the same secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or dues 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 sams secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Scrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly $\mu\sigma$, ments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by 1 ander, 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, Meintendric and Protection of the Property; Borrower's Loan Application; Leastholds. 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 continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Leader otherwise agrees of writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borlow r. s control. Borrower shall not destroy, desnage 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 Leuder's good furth judgment could result in forferure of the Property or otherwise materially impair the lieu created by this Security Instrument or Lender's security interest. Botrower may care such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rolling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the fien created by this Security Instrument or Lender's security interest. Bost over shall also be in default if Bernower, during the loon application process, gave materially false or inaccurate information or automosts to Londer (or failed to provide Londer with sny material information) in connection with the foun evidenced by the Nou, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Selection Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Francisc, the leasthold and the few title shall not merge unless Londer agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements committed in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights of the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), the decrete may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's across 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 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 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 lasurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments at a loss reserve in lieu of mortgage insurance. Loss reserve

Form 304A \$190



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MINISTER AL

15. Geverating Law; Severability. This Security Instrument shall be governed by federal law and the law of the Note with the Property is located. In the event that any provision or chaics of this Security Instrument or the Note which can be 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 doclared to

hy first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or address address applicable law requires use of another method. The notice shall be given by first class mail to Lender's address address address address address address Lender designates by notice to Bostower. Any notice provided for in this Security address attack to have been given to Bostower or Lender when given as provided in this paragraph.

14. Nothers. Any motice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it

under the Mote.

13. Louis Chairges. If the loan secured by this Security Insurancent is subject to a law which eets maximum loan charges, and then is finishy interpreted so that the inherest or other loan charges collected or to be collected to that the inherent such that the inherent such that the inherent such that the inherent that the inherent that the charge to the permitted limit; and (h) any sums already collected from Borrower which exceeded permitted limits will be reduced to the permitted limit; and (h) any sums already collected from Borrower which exceeded permitted limits will be entured to the permitted limits will be reduced to principal, the reducing the principal owed under the Mote or by making direct payment to Borrower. It is refund reduces principal, the reducitor will be treated as a partial prepayment without any prepayment charge.

Li Successors and Anigna Round; Joint and Several Liability; Coeligners: The covenants and agreements to the Successors and Liability; Coeligners: The covenants and benefit and benefit the successors and successors and successors and successors and successors and successors who coeligners are Security Instrument that the Property under the terms of this Security Instrument; (b) is not personally obliqued to pay the sums secured by this Security Instrument; (c) is not personally obliqued to pay the sums secured by this Security Instrument; and (c) signess that Lender and any other Borrower may accountly Instrument; and (c) signess that Lender and any other Borrower may extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note with regard to the terms of this Security instrument or the Note with the Borrower's consent.

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11. Borrower that Released: Fortestrance by Lorder has a Weiver. Extendion of the torce for payagen or multiplication of the sums accorde to the fortest principle of the original fact that or Borrower's successor in march or florester in the subjudy of the original fact that or Borrower's successors in induced to the original in the original fact that or Remove is necessors in the first payages in the original fact that or Remove is necessor in the original fact that it is not the original fortunation of the subject of the original fortunation of the original fact that it is not the original fortunation of the subject of the original fact of the origin

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in me event of a loss taking of the Property, the proceeds stain the applied to the Property in which the lair market velate of the Property in which the lair market velate of the Property in which the lair market of the Security Internment manufactly before the taking, unless Borrower and Leader otherwise agree in writing, the sums secured by the following fraction: (a) the sum secured by the following fraction: (a) the sum of the proceeds multiplied by the following fraction: (a) the sum of the proceeds multiplied by the following fraction: (a) the sum of the sum of the following fraction: (b) the lair market of the Property is articly before the taking, divided by (b) the lair market value of the Property is articly before the other of the market stail to part to be said to become its lair in the same of the sum of the sum of the following the sum of the sum of Leader of the process of t

shall be paid to London.
In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

Bostower notice at the time of or prior to an inspection specifying reservable cause for the inspection

19. Condemnation. The proceeds of any award or claim for damages, direct or consequentist, in connection with any condemnation or other taking of any part of the Property, or for conveyance in tieu of condemnation, are brechy scaigned and condemnation or other taking of any part of the Property, or for conveyance in tieu of condemnation, are brechy scaigned and

insurance ends in accordance with any written agreement between Borrower and Lender on applicable law.

payments may no imper be required, at the option of Lender, if marigage insurance coverage (in the amount and for the period dual Londer requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the promaums requires to maintain mortgage insurance in effect, or to provide a loss receive, until the requirement for mortgage

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is probibiled by federal law as of the date of this Security Instrument.

If Lorder 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 autorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13.

Instrument) may be sold one of sizes times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Losn Servicer") that collects taenthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unchanged 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 platess to which payments should be made. The notice will also contain any other

information required by applicable law.

36. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that in 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 notice 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 learns, 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.

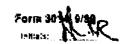
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, outer Dimemable or toxic petroleum products, toxic persecides and herbirides, volatile solvents, materials containing asbestos or formaldelive, and radioactive materials. As used in this paragraph 20, "Environmental Law" means foderal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIPORM COVERANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Horrower prior to acceleration, Inlowing Rocrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration radie) paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall surface 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 attoracys' 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. Waiver of Humestead. Borrower waives all right of homestead exemption in the Property.



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MIDWEST MORTGAGE SERVICES, INC.
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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Kath Copt)

THIS ADJUSTABLE RATE RIDER is made this March day of , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed 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

THE FIRST NATIONAL BANK OF CHICAGO

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

3007 N. ALBANY CHICAGO, ILLINOIS 60618

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, WHEX MORE XXXIII WAS AND THE MONTHLY PAYMENT, WHEX MORE XXIII WAS AND THE MONTHLY PAYMENT, WHEX MORE XXIII WAS AND THE WORLD WAS AND THE WAS AND THE WORLD WAS AND THE WORLD WAS AND THE WAS AND THE WAS AND THE WORLD WAS AND THE W ROSPA WERIS MUTER EST RATE XXANX CHRINGE WIT ANY XXINEXTHIS CANDX THE MAXIMAN RAY COLOR COMPANY DR RR

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an itiaal interest rate of interest rate and the monthly payments as follows:

%. The Note provides for changes in the

4 INTEREST RATE AND MONTHLY TAYMENT CHANGES

(A) Change Dates

95 The interest rate I will pay may change on the first day of April . 19 , and 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 first Change Date, my interest are will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rain by adding 3.000 percentage points THREE

%) to the Current Indea. The Note Holder will then round the result of this addition to the precess one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Dass

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 rais I am required to pay at the first Change Date will not be greater than N/A

N/A %. Thereafter, my interest rate will never be increased % or less than or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been asserted by the percentage points (2.0%) from the rate of interest I have been asserted by the percentage of N/A paying for the preceding 12 months. My interest rate will never be greater than

(E) Effective Date of Changes

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

(F) Notice of Changes.

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

MULTISTATE ADJUSTABLE RATE SIDER - ARE S.C. Single Family - Famile Nee/Fradd's Mac Uniform Instrument Page 1 of 2 b -822A (\$200)

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and the UNDER TRUST AGREEMENT DATED MARCH 10, 1994 KNOWN AS TRUST NO. 012348 TRUSTER, MOT PIRSONALLY BUT AS TRUSTER

WEBICAN NATIONAL BANK AND TRUST COMPANY OF CRICAGO

BY SECTION BOTTOWER accepts and agrees to the terms and coverance contained in this Adjustable Ruce

of this period Leader may stroke any nomotive permined by this Security fustument wathout ferthor notice or demand on Bondon's successive secured by this Security Institution is bondown talk to pay these sums prior in the explusion

think mitting believes to period of not less than 30 days from the date the notice is delivered to being a skivore than reduce within which writing.

If Lender exercises the conton to require immediate payment in full, Lender shall give Borrower notice of acceleration.

If Lender exercises the conton to require immediate payment in full, Lender shall give Borrower notice of acceleration. ROMONEL WILL CONTINUE TO DE OPFIRMED MUYER, THE MOLE AND DIS RECURITA MUHICULA L'ENDES ROMONES, IN

the obligate the sandered to keep all the promuse and approximent in the Note and the blist Society Instrument. toan autumpion. Lender may also require the naturerees to sign an assumption ngreeness that is acceptable to Lender and To the execut permitted by applicable law, Lendor may charge a resemble fee as a condition to Lender's consent to the

929 1946 of a breach of any coverant or agroculent in this Sociality Instrument is acceptable to Lender. transment and (b) Landor near making determines shat Lendor's security will not be impaired by the loss assumption and that Lender infermenton required by Leader to evaluate the transferes as if a new loan were being made to the the date of the Security instrument. Lendar also shall not exercise this option if. (8) Borrower causes in restriction to the submitted to this Security Interment. However, this option shall not be encurated by Lendon it exercise is prohibited by Indentifiaw as of without London's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the end or a second first is beneficial instead in Benower is sold or oursimmed for box of it is beneficial in the persons. Transfer of the Property or a Meachtain lateress to Burrower. If all or any part of the Property or any incarcal in it

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SUMPLIANT (bo2)

(Seal)

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 14th day of March , 1994 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

of the start, date and covering the Property described in the Security Instrument and located at:

3007 N. ALBANY, CHICAGO, ILLINOIS 60618

[Property Address]

1-4 PAMPLY COVE LANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY 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 Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located (1, on, or 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, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stores, refrigerators, dishwashers, disposals, washers, dryers, awaings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter alsoched to the Property, all of which, including replacements and additions thereto, shall be deemed to be and related a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to its this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written provission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- P. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases 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, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 2? of the Security instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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 Rents 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 demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and menaging the Property and collecting the Rents, including, but not limited to, attorney's res, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be emitted 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 so the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender 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 Borro ver has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Leader from exercising its rights under this paragraph.

Lender, or Lender's 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 a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security instrument are paid in full.

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

BY SIGNING BELOW, Bozrower accepts and agrees to the terms and provide as contained in this 1-4 Family Rider.

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THE FIRST NATIONAL BANK OF CHICAGO

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

3007 H. ALEGAY, CHICAGO, ILLINOIS 60618

[Property Address]

1-4 PAMPLY COVENANTS. In addition to the covenents and agreements made in the Security Instrument, Borrower and Lender further coveries and agree as follows:

A. ADDITIONAL PROPERTY 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 Society Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or 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, gas, water, air and light, fire prevention and extinguishing constitut, security and access control apparatus, plumbing, both tabs, water heaters, water closets, stake, ranges, stovel, rangestators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm device, acreens, blinds, shades, cramins and curtain rods, attached mirrors, cabinets, penelling and attached flour coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a next of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold 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."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases 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, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leaschold.

MULTISTATE 1-4 FAMILY RIVER -Fannie Mae/Freddie Mac Uniform Instrument

Page 1 af 2

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rests") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, 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 past to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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 Rents of the Property; (iii) Borrower agrees that each tenant of the Property shell only all Rents due and unpaid to Lender or Lender's agents open Lender's arritten demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the overs of taking control of and managing the Property and collecting the Rents, including, but not limited to, automory's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Ments 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.

If the Rents of the Property are not sufficient to cover the costs of taking control of and snamaging the Property and of collecting the Rents any funds of unconded by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Institute of Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Leader's 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 or default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or tartedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security fastroment are paid in full.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provision's contained in this 1-4 Family Rider.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

, TRUSTEE, NOT PERSONALLY BUT AS TRUSTRE

UNDER TRUST AGREEMENT DATED MARCH 10, 1994 KNOWN AS TRUST NO. 017348 (See)

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