## UNOFFICIAL CC

WHEN RECORDED MAIL TO: PREPARED BY

FIRST NATIONWIDE MORTGAGE POST CLOSING/RECERT. P.O. BOX 960 or 1984 story FREDERICK, MD 21705-0960 .

DEFT-01 RECORDING COOK COUNTY RECORDER

95422400

(Space Above This Line for Recording Data)

#### MORTGAGE

THE MORTGAGE ("Security Instrument") is given on enter an augunt 15 The mortgagor ismilton w HUMMEL AND ANN M YOSHIDA, HUSBAND AND WIFE

WM. BLOCK & COMPANY, FINC. under the law of THE STATE OF ILLINOIS 254 MARKET SQUARE, LAKE FOREST

00006-0045

, and whose address is

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

("Borrower"). This Security Instrument is given to

TWO HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100

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, which is organized and existing

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 \* JULY: 01, \$2025 ..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and Pin renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower'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 County, Illinois:

All Developments of the tight of the meaning the end of the religion AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

The said the complete of the graph of part of the graph while g PERMANENTSINDEX NUMBER: \$\infty 04-33-102-010 \rightarrow which has the address of 1/2 1135 PAM ANNE DRIVE. GLENVIEW. 11 60025-0000

("Property Address");

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 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 demands, subject to any encumbrances of record, and the figure and approximately the control of the contro

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.

FNMA/FHLMC Uniform Instrument - 3014 9/90 - Single Fan II.
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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: American

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: (a) 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 flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (1) 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 time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Paragraph 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, 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 due on the basis of current data and reasonable estimates of expenditures of future January Commence Escrow Items or otherwise in accordance with applicable law. and Salation

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 regular Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this pan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, 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 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 all sums 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, Len Ier niay 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 Insuran ent, 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 trater 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 tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shrilpa I them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be pair under this paragraph. If Borrower makes these payments directly, Borrower shall promptly Jurnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless For lower: (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 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.

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.

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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 leasible 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from 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 due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 21 the Prope ty 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. See see eagle Along Agree (personal assessments)

6. Occupancy, Prise vation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall coopy, 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 bender otherwise agrees in writing, which consent shall not be unreasonable 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 that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lico created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in raragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's 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, gar e materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the grovisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender excess to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower wills 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 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 Lender may take action under this

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Sociower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall one rate and shall be payable, with interest, upon notice from Lender to Porrower requesting payment.

paragraph 7, Lender does not have to do so. See Alexander in Application of the second second

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 creases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to 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 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.

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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.

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, 1886 a And Andrews And Andrews and the control of the co

so 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 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 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. water water and the street and the street

If the Property is ab incloned by Borrower, or If, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for Canages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borower 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 such payments.

- 11. Borrower Not Released; Forber and 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 liability 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 forbe trance 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 Alability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, 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 U sums secured by this Security Instrument; and (c) 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. Accounty 1972-1972 Applications of the control of the consent of the control of the control
- 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 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 amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial programment without any prepayment charge under the Note. See Application of the research of the resea
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by derivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 35. Governing Law; Severability. This Security Instrument shall be governed by lederal 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 Instrument and the Note are declared to be severable.
  - Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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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 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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had 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 lieu 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 paragraph 17.

19. Sale of Note; Change of Joan 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 Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects not they payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service: a r' the address to which payments should be made. The notice will also

contain any other information required by applicable lay . Assay

20. Hazardous Substances. Borrower shall not cause of 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 is in violation of any Environmental Law. The proceding 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.

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 necessory remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances definer as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum produ

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

21.Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration folic ving Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) 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 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 aftorneys' fees and costs of title evidence.

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22. Release. Upon payment of all sums secured by this Sec Instrument without charge to Borrower. Borrower shall pay any recorda 23. Waiver of Homestead. Borrower waives all right of homest 24. Riders to this Security Instrument. If one or more riders this Security Instrument, the coverants and agreements of each such supplement the coverants and agreements of this Security Instrum Instrument. (Check applicable box(es)).	turity Instrument, Lender shall release this Security tion costs.  cad exemption in the Property.  are executed by Borrower and recorded together with rider shall be incorporated into and shall amend and
Adjustable Rate Rider(s)  Graduated Payment Rider  Balloon Rider  Other(s) - specify  Condominium Rid Planned Unit Dov Convertible Rider	elopment Rider Biweekly Payment Rider  Second Home Rider
BY SIGNING PELOW, Borrower accepts and agrees to the terms and in any rider(s) executed by Borrower and recorded with it.	and covenants contained in this Security Instrument
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MILTON W HUMMEL	Date
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STATE OF ILLINOIS ss.	
COUNTY OF	en e
I, A NOTARY PUBLIC IN AND FOR SAI	D COUNTY AND STATE DO HEREBY CERTIFY
	RSONALLY KNOWN TO ME TO BE THE SAME
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIG	NG INSTRUMENT, APPEARED BEFORE ME
INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR TH	E USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS	DAY OF
MY COMMISSION EXPIRES:	
	<u> </u>
	Notary Public
CLOSER ID: 10439	Loan # 0003638434
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State of Illinois,

DAVIDA STOIDEF

the same person(s) whose name(s) in person and acknowledged that a say for the purposes and therein set forth.

Given under my hand and official seal, this

a Notary Public in and for said County and State, do hereby certify that Milfon W. Hunwel & flux M. Yochda personally known to me to be subscribed to the foregoing instrument, appeared before me this day signed and delivered the said instrument as free? free and voluntary act,

day of June.

My commission expires:

OFFICIAL SEAL DAVID A STOIOFF Property of County Clark's Office NOTARY PUBLIC STATE OF ILLINGS MY COMMISSION EXP. JAN. 21,1998

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Property of Cook County Clark's Office

# UNOFFICIAL CC

#### RIDER TO SECURITY INSTRUMENT

This Security Instrument Rider is attached to and made a part of a Security Instrument (Deed of Trust, Mortgage or Deed given by the undersigned (the "Borrower") to secure Borrower's to Secure Debt) dated a JUNE a 15, 1995 and Note to WM. BLOCK & COMPANY, INC.

The transported on the second section of the second section is the second section of the second section of the second section is the second section of the second section in the second section is the second section of the second section in the second section is the second section of the second section in the second section is the second section of the second section is the second section in the second section in the second section is the second section in the second section in the second section is the second section in the second section in the second section is the second section in the second section is the second section in the second section is the second section in the second section in the second section is the second section in the second section in the second section is the second section in the second section in the second section is the section in the section is the second section in the section is the section in the section in the section is the sec (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

The first that the second of the control of the con Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest mosts the Londor's then current underwriting criteria; (ii) Borrower's successor in interest has executed a winter assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an essumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions,

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Socurity Instrument contains the following provisions: er og vedski jare 🗍 umerida

#### "3. INTEREST RATE ADJUSTMENTS

#### (A) Definitions Ab Ab

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Barrell Barrell St. Com.

THE "INDEX" IS THE WEEKLY AVERAGE YIELD ON UNITED STATES TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 1 YEAR, AS PUBLISHED BY THE FEDERAL RESERVE BOARD ( BUT) GENERALLY NOT PUBLISHED UNTIL WAS ONE WEEK PAFTER LITHIS MADE AVAILABLE) THE MOST RECENTAINDEX FIGURE PUBLISHED AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT HINDEX." IF THE INDEX IS NO LONGER PUBLISHED THE NOTE HOLDER WILL CHOOSE A NEW FINDEX WHICH FIS BASED UPON COMPARABLE 1986. INFORMATION. THE NOTE HOLDER WILL GIVE ME NOTICE OF THIS CHOICE!

"MARGIN" The Margin is 3, 000%."

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the hargin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time, when the special of the special of the special control of the special control

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date this Note is executed as shown in Section 2. Adaptive of Adaptive of the control of the con

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every TWELFTH regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Interest Adjustment Date, the Initial Interest Rate, Thereafter, it means the Interest Rate after the most recent Change Date. "PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date, and the second

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Advantage & Community

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L1117 (RO6) 8/94 NATIONWIDE

Loan # 0003638434

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2 of 3 - Borrower

3 of 3 - File

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#### (B) Interest Rate Adjustment:

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follow. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than TWO percent from the rate of interest in effect during the preceding TWELVE, months. The Interest Rate will never be more than 13.625%. It will never be less than 5% below Initial Interest Rate. The fact that the Note Holder may nothave invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time."

#### "4," P/(Y)VENTS

#### (C) Arguest of Monthly Payments.

Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set with in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustmen as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Thom Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security In-	nstrument Rider.	1
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an M. Wohile		Date (Seal)
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L1117 (R06) B/94 NATIONWIDE

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STREET ADDRESS: 1135 PAM ANNE DRIVE

CITY: GLENVIEW COUNTY: COOK TAX NUMBER: 04-33-102-010-0000

#### The Control of March Miles Cornegies . The

LEGAL DESCRIPTION: LOT 76 IN PAM-ANNE ESTATES UNIT NO. 2, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Stoppening of County Clerk's Office

Property of County Clerk's Office

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