GREAT WESTERN MORTGAGE CORPORATION P.G. BOX 92356 Los Angeles, CA 90008-2356



95587830

DEPT-01 RECORDING
19011 TRAN 7984 09/01/95 15:05:00
45915 \*\*EV #-95-587830
COOK COUNTY RECORDER

- SPACE ABOVE THIS LINE FOR RECORDING DATA -

MORTGAGE
ADJUSTABLE INTEREST RATE MORTGAGE

COUNTY CODE: 018 OFFICE NUMBER: 433 LOAN NO.: 1-705630-2

THIS MORTGAGE ("Security Instrument") is given on August 30, 1995. The mortgagor is RICHARD LYTER AN UNMARP/ED PERSON.

("Borrower").

This Security Instrument is given to

GREAT WESTERN MORTGAGE CORPORATION & DELAWARE CORPORATION

which is organized and existing under the laws of

THE STATE OF DELAWARE

, and whose

address is

9451 CORBIN AVENUE, NORTHRIDGE, CA 91324

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

TWO HUNDRED NINETY THOUSAND SEVEN HUNDRED AND 00/100

Dollars (U.S. \$290,700.00). This debt is evidenced by arrower'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 September 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals extensions and modifications of the Note; (b) the payment of all other 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 COOK County, Illinois:

THE NORTH 62 FEET OF LOTS 5 AND THE NORTH 62 FEET OF LOT 6 IN

MCLEISTER MCKES/TET AND HOLBROOK'S SUBDIVISION OF PART OF THE WEST LIAL OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 5, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

01-01-120-023

PIN/TAX ID: 01-010120-023

which has the address of 500-502 S HOUGH STREET

BARRINGTON

Illinois 60010 ("Property Address");

A.N.T.N.

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.

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.

ILLINOIS-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT

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4350 4350

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due

under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") 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 (f) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums. These Items are called "Escrow Items." Lender may, at any 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. § 2601 et sed." \*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 Escrow Items or otherwise in accordance with epolicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to profite Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrew account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall on the 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 runor 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 agrounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Portower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the delicioncy in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds had by Lender at the time of ecquisition

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.

. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fine and impositions attributable to the Property which may attain priority over this Security Instrument, and leasefold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, 14 if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lander 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 with 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 Lengler subprdinating 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 fells 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

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give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by

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 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 1 and 2 or change the amount of the payments. If under Paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrover 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 Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, cr 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 insterially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 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 of other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower thall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupanted of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the lessehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of muking 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 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 ands in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the

inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the 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.

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 a claim for damages, 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postporie 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; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of 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 dem and made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of

any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Several 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 dorrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the 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.

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 prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mall unless applicable law requires use of another mathod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to London. 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.

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 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.

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to, reasonable attorneys' fees and costs of title evidence.

collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to its option may require immediate payment in full of all sums secured by this Security instrument without acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at of reworted to esemblash the foreclosure proceeding the non-existence of a default or any other defense of Borrower to asie of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may cure default; (c) a date, not less then 30 days from the date the notice is given to Borrower, by which the Thurless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS, Borrower and Lender further coverient and agree as follower:

laws and laws of the jurisdiction where the Property is located that relate to health, getety or environmental formaldshyde, and radioactive materials. As used in this Paragraph 20, "Environmental Law" means federal petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or substances by Environmental Law and the following substances: gasoline, kerotene, other flammable or toxic As used in this Paragraph 20, "Hazardous Substances" are those constances defined as toxic or hazardous

with Environmental Law.

affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance any governmental or regulatory authority, that any removal or (th) remediation of any Hazardous Substance Substance or Environmental Law of which Botrower has acturil Inowledge. If Botrower learns, or is notified by action by any governmental or regulatory agency or private party involving the Property and any Hazardous

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other that are generally recognized to be appropriate to normel residential uses and to maintenance of the Property. shall not apply to the presence, use, or storage or the Property of small quantities of Hezerdous Substances anything attacting the Property that is in violation of any Environmental Law. The preceding two sentences release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do,

20. Hezerdous Substances, Borrower cital not cause or permit the presence, use, disposal, storage, or

information required by applicable law

new Loan Servicer and the address 🕉 which payments should be made. The notice will also contain any other accordance with Paragraph 14 about and applicable law. The notice will state the name and address of the the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of change in the entity (knowings the "Loan Servicer") that collects monthly payments due under the Note and Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a

19, Sale of Now: Change of Loan Servicer. The Note or a partial interest in the Note (together with this occurred. Howeve, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration had pay the sums accured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to Onot limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to Licovenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but Descurity instrument and the Note as if no acceleration had occurred; (b) cures any default of any other Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this power of sele contained in this Security Instrument; or (b) entry of a judgment enforcing this Security To any other period as applicable law may specify for reinstatement! before sale of the Property pursuant to any nave enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to

demand on Borrower.

period, Lender may invoke any remedies permitted by this Security Instrument without further notice or all sums secured by this Security Instrument. If Borrower feils to pay these sums prior to the expiration of this period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

leaged 3 to 3 aged) OBIR AFOE miof SCHAUMBURG, IL 60540 WA COMMISSION EXHIBES 2/31/61 SUITE 15 MOTARY PUBLIC, STATE OF ILLINOIS 1138 S. Roselle RD. This instrument was prepared by: ABURTON YGOL TNIJO TAIDIH# My Commission expires: Given under my hand and official seal, signed and delivered the said instrument as uses and purposes therein set forth. 51 Y free and valuntary act, for the appeared before me this day in person, and acknowledged that personally known to me to be the same person standard and so the foregoing instrument. and for said county and state, do hereby certify that RICHARD LYTER AN UNSPREED PERSON a Motary Public in State of Illinois, County sa: [finem\_be wonloa nor enil skit woled ecsage] 16WOTTOB-(IBB2) -Borrower (lees) 18W01108-(lee2) 19WOY108-(1885) Witnesses: Instrument and היהיחץ tider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Other(s) (specify) Rate Improvement Rider **Balloon Rider** Second Home Rider Greduated Payment Rider Biweekly Payment Rider Planned Unit Development Rider 1-4 Family Rider Condominium Rider rebiR etaR eldetaujbA rider(s) were a part of this Security Instrument. [Check applicable line(s)] into and shall amend and supplement the covenants and agreements of this Security Instrument as if the. together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated 24. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded charging of the fee is permitted under applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the

# 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30th day of August, 1995 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 GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

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

500-502 S HOUG'A STREET, BARRINGTON, IL 60010 [His party Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant end 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 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 apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doots, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (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 classifications, 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.

ALL TERMS AND CONDITIONS CONTINUED ON THE BACK OF THIS RIDER
ARE PART OF THIS RIDER

95587830

Loan No.: 1-705630-2

## 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 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 Porrower'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 after default, 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 descretion. Accused in this paragraph G, the word 'lease' shall mean 'sublease' if the Security Instrument is on a leasehold.

## 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, regerdless 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, Forrower 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 and 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.

Borrower as trustee for the benefit of Lender only, to be applied to the sums securate 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 managing the Property and collecting the Rents, including, but not limited to, attorney'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 Rents 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 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 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 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, 'en'der, 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 remer'y 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 Segurity Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower aurapts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Duchard Lyles RICHARD LYTER	(Seal)	75 C	(Seal)
HICHARD LYTER	(Seal)	16/7/s-	(Seal)
	(Seal)		(Seal)

(page 3 of 3 pages)

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Property of Cook County Clerk's Office

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## **UNOFFICIAL COPY**

ADJUSTABLE RATE RIDER
ARM L-36

Loan No.: 1-725630-2

THIS ADJUSTAGE RATE RIDER dated August 30, 1995 changes and adds to the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") I signed this day. The Security Instrument secures my Note (the "Note") to

GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

(the "Lender"), also signed this day, and covers my property as described in the Security Instrument and located at:

500-502 S HOUGH STREET BARRINGTON, IL 60010

(Preparty Address)

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR ADJUSTMENTS TO MY INTEREST RATE AND MY MONTHLY INSTALLIGHT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.

The amount of my scheduled monthly installment could be less than the amount required to pay the interest due after a rate adjustment for that installment period if to, the Note Holder will subtract the amount of my scheduled monthly installment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest." Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest I am required to pay on the outstanding loan balance each month.

#### INTEREST RATE AND MONTHLY INSTALLMENT ADJUSTMENTS

The Note provides for adjustments to my interest rate and my monthly installments as follows: Initial Interest Rate 7.500% First Interest Rate Adjustment Date September 7,7998

Initial Monthly Installment \$2,032.62

First Installment Due Date October 1, 1995

Installment Due Date 1st

Maturity Date September 1, 2025

First Installment Adjustment Date October 1, 1998

Minimum Rate\* 6.950%

Maximum Rate\* 12.300%

Rate Differential 2.800

\*The Minimum Rate and Maximum Rate are subject to adjustment as provided in Section 1(d). \*

1. METHOD OF COMPUTING INTEREST RATE ADJUSTMENTS. (a) Adjustment Dates. The interest rate I will pay will be adjusted on the First Interest Rate Adjustment Date (shown on the front of this Rider) and on every installment Due Date theresiter. Adjustment Date (shown on the front of this Rider) and on every installment Due Date thereafter. (b) The Index. Beginning with the First Interest Rate Adjustment Date, my interest rate will be based on an Index. The "index" is the Twelve Month Average of One-Month LIBOR as published each month by the Federal National Mortgage Association ("FNMA"). If the Index is no longer published, then the Note Holder may select a comparable alternate index to permit interest rate adjustments and such comparable alternate index shall then be the "Index." The "Current Index" shall mean each update of the Index published by FNMA by the last business day of each month as of 11:00 a.m. eastern standard time and shall represent the sum of that month's and the preceding eleven (11) months' One-Month LIBOR rates as published by FNMA, divided by twelve and rounded upwards to the third decimal place.

900 PM (c) Calculation of Adjusting 19. The Note Holder will determine each adjusted interest rate by adding the Rate Differential (shown on the front of this Rider) to the most recently published Current Index. The sum of the Current index and the Rate Differential is the interest rate that will apply to my loan until the next month's interest rate adjustment.

The Note Holder may choose not to increase my interest rate even if an increase is permitted because of an increase in the Current milex. The Note Holder is not required to give me advance

notice of interest rate adjustments.

notice of interest rate adjustments. The interest rate I am required to pay during the term of this loan will not be greater than the Maximum plate nor less than the Minimum Rate (shown on the front of this Rider), unless the property securing this loan is sold and the loan is assumed. Sale of the property and assumption of my loan require the Note Holder's consent. If the property is sold and my loan is assumed, the Note Holder may adjust the Maximum Rate up to five percentage points (5.0%) above the interest rate in effect on the date of the assumption. The Note Holder may also adjust the Minimum Rate up to five percentage points (5.0%) below the interest rate in effect on the date of the assumption. The Note Holder may increase or decrease the Maximum Rate and the Minimum Rate each time the property is sold and the loan is assumed. The Note Holder, however, may choose not to adjust the Maximum

increase or decrease the Maximum Rate and the Minimum Rate each time the property is sold and the loan is assumed. The Note Holder, however, may choose not to adjust the Maximum Rate or Minimum Rate each time the property is sold and the loan is assumed. The Note Holder's choice whether to adjust the Maximum or Minimum Rates will as made at the time the Note Holder consents to the sale and assumption.

2. METHOD OF COMPUTING ADJUSTMENTS TO THE MONTHLY INSTALTMENT.

(a) Adjustment Dates. My monthly installment will be adjusted on the First installment Adjustment Date (shown on the front of this Rider) and annually the safter. The date the installment will be adjusted is called the "installment Adjustment Date".

(b) Calculation of Adjustments. The new installment will be calculated approximately 60 days prior to the Installment Adjustment Date. The first installment adjustment will be calculated by using an interest rate equal to the sum of the Current Index published immediately prior to the time of the review plus the Rate Differential shown on the front of this Rider (the interest rate used shall not be less than the "Minimum Rate" or more than the "Maximum Rate" as a including in this Rider), and the loan balance which would be owing on the Installment Adjustment Date if all regularly scheduled installments are made. The new installment will be an amount which would be sufficient to repay the loan balance used in the calculation over the remaining term of the loan at the new interest rate; in substantially equal installments. After the first installment adjustment, future installment adjustment will be calculated as described in this paragraph, except the

at the new interest rate; in substantially equal installments. After the first installment adjustment, future installment adjustments will be calculated as described in this paragraph, except the interest rate in effect at the time of review will be used for those installment adjustments.

(c) Limitation on Adjustments to the Monthly Installment. The increases and decreases which occur to the monthly installment on the installment Adjustment Date will not exceed 7 1/2% of the previous monthly installment except on the fifth (5th) anniversary of the First installment Due Date, and on each fifth (5th) anniversary during the remaining term of the loan. On the fifth (5th) anniversary, and each fifth (5th) anniversary following, the increases or decreases to the monthly installment may exceed 7 1/2% of the previous installment amount if the calculation of installment adjustment described in Section 2(b) would result in a greater adjustment. adjustment.

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

A. TRANSFER OF THE PROPERTY OR OF A BENEFICIAL INTEREST IN BORROWER

Paragraph 17 of the Security Instrument is amended to read as follows: (The Note Holder is called the "Lender;" I am called the "Borrower.")

17. LENDER'S CONSENT REQUIRED. Lender may declare all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Borrower without Lender's prior written consent: (a) sells, conveys, contracts to sell, alienates or further encumbers all or any part of the property; or (b) leases all or any part of the property for a term, together with all exercisable options, of 5 years or more; or (c) leases all or any part of the property and, in connection with such lease, grants the lessee an option to purchase all or any ne t of the property; or (d) suffers the title or any interest in the property to be divested, whether soluntarily or involuntarily; or (a) changes or permits to be changed the character or use of the property; or (f) is a partnership and any of the general partners' interests in the partnership so transferred or assigned whether voluntarily or involuntarily; or (g) is a corporation with fewer than 100 stockholders at the date of execution of this Security Instrument and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

B. FUNDS FOR TAXES AND INSURANCE

The third sentence in the second paragraph of Uniform Covenant 2 of the Security Instrument is amended to read as follows: Lender may not charge for holding and applying the Funds, analyzing the account or varifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law perinits Lender to make such a charge, provided, however, that Lender may impose upon Borrower at closing a fee to compensate a third party who shall be responsible for the monitoring and payment of real estate taxes without thereby becoming obligated to pay Borrower interest or the Funds.

C. OCCUPANCY AGREEMENT

If Borrower was required to execute an Occupancy Agreement as a condition for obtaining the loan secured by this Security Instrument, the terms of the Occupancy Agreement, including the provisions which make a violation of its terms an event of default under this Security Instrument, are incorporated herein by this reference.

## SIGNATURES OF BORROWERS:

(Please sign your name exactly as it appears below.)

BY SIGNING BELOW. I accept and agree to the terms and covenants in this Adjustable Rate Rider.

Muchand Liter	(Seal)		(Seal)
RICHARD LYTER	(Seal)	To the second se	(Seal)
	(Seal)	<u> </u>	_ (Seal) {

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