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MORTGAGE

[Space Above This Line For Recording Data]

THIS MORTGAGE ("Security Instrument") is given on Novemb	er 8
THIS MORTGAGE Y Security Instrument") is given on Novemb	
("Borrower"). This Security Instrument	is given to Suburban
- Produces I Carrimore - A Martines - Carrimore Buch	and the second contract and th
under the laws of the United Sectes of America, and whose add	ress is 154th., At
under the laws of the United States of America and whose additional Regardway Harvey, Illinois 60%	("Lender").
Borrower owes Lender the principal sum of SEVENTY EIGHT THOUSAND SEV	EN HUNDRED AND NO/100 ····
Dollars (U.S. \$ 78,790.00). This d	ebt 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 <u>Succember 1, x(25)</u>	
secures to Lender (a) the repayment of the debt evidenced by the Note, with intere-	
modifications of the Note, (b) the payment of all other sums, with interest advanced und	
of this Security Instrument; and to) the performance of Borrowe," of ovenants and agree	ments under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Le	inder the following described proper-
ty located in Cook	County, Illinois:
	- · · · · · · · · · · · · · · · · · · ·
* * FIRST NATIONAL BANK OF EVERGREEN PARK, AS TRUSTEE MITT	A DATE! NAKANAAAAAAAAA
AND KNOWN AS TRUST XXXXXXX \$14570	OCTOBER 23, 1995
LOT 7 IN MARGARET'S SUBDIVISION FIRST ADDITION. A SUB-	TUISION OF LOT 27 IN M.A
LUI / IN MAKGAREL S SUBJECTS TO THE TABLE ADDITION, A SEC	19 Eli Oli Ol Met Wi Tel
FREDERICK H. BARTLETT'S AERO FIELDS, A SUBDIVISION OF	THE SUBIR AU NUMBER OF
THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33,	TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF	THE SOUTHEAST QUARTER
OF SAID SECTION 33, ALL IN COOK COUNTY, ILLINOIS.	
P.I.N. 19-33-406-048-0000	
which has the address of 4950 W. 87th., Street	Burbank
[Street]	(City)
Illinois 60453 ("Property Address");	
[Zip Code]	<u>u</u>
(TT)	<u> </u>
	OT 1

IOGETHER 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.

#LLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT | LaMai(s) - 1/2 | Page 1 of 6

LOAN #:

Form 3014 9/90

DOUGH M. A. THE

5144384 CD 188

INTERCOUNTY TITLE

TIRST DATA SYSTEMS, INC

(615) 361-8404

4750DR

95822443

UNIFORM COVENANTS. Borrower and I ender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes and assessments which may attain priority over this Security Instrument as a hen 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 (i) any sams payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in hen 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 tederally related mortgage from time, collect and hold Funds in encount into the following 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 eigendatures of future 1 scrow Items or otherwise in accordance with applicable law.

The Funds shall be haid 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 escrowitems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrowisecount, or venfying the Escrowitems ariess Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in witting, 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 ried ged as additional security for the sums secured by this Security

Instrument.

If the Funds held by Lender exceed the amounts permitte the 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 liserow Items when due, Lender it as 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 iwelve 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 self-the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquired nor 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 uncer the Note.

4. Charges; Lieus. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground texas, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower: (a) agrees in witing 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 hen in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the hen, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the hen to this Security Instrument. If Lender determines that any part of 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 of 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

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LOAN #:

Page 1 of 6

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 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 Late 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, Preservatica, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, clablish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrum at 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 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, was ther civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security Instrument or Lender's security interest. Borrower may cure such a default and coinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good both determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lief created by this Security Instrument or Lender's security interest. Dorrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender to: failed to provide Lender with fay 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's fall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shell 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 a feet Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce lay's 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 tien which has priority over this Security Instrument, appearing in court, paying reasonable afterneys' less 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 Borrowe' secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the 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

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LOAN #:

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Form 3014 9/90

the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection,

10. Condemnation. The proceeds of any award or claim for damages, firect or consequential, in connection with any condomnation of other taking of any part of the Property, or for conveyance in field 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 restrument 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 merket value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Froperty in which the fair market white 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 appared to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, after notice by Lender to Botrower 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 In anament, whether or not then due

! Inless Lender and Borrower other vise scree 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; Forbearance Py Lender Not a Waiver. Extension of the time for payment or modification of amortization of the soms secured by it is 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 spacessor 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 Porrower's successors in interest. Any torbearance by Lender in exercising any right or remedy shall not be

a waiver of or preclude the exercise of any right or remedy.

12. Sucressors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Bottower, 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 sums secured by this Security Instrument, and (c) agrees that Lender and any other For ower 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 germitted 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 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.

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 Institument and the Note are declared to be severable.

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16. Barrawer'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 for 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 nonce 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 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 from hinted to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the list of this Security Institutent, 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 second 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 Laar, Servicer. The Note or a partial interest in the Note (together with this Security Instrement) 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 monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable law.

26. Hazardous Substances. Borrower shall not conse 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 is in violation of any Environmental Law. The proceeding 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 'roperty and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower fear is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary,

Hortower shall promptly take all necessary temedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazanlous Substances" are those substances defined at toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flammable of dixic petroleum products, texic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, ani radioactive materials. As used in this paragraph 20, "Invironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration followers Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provided otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 36 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, 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 cost.
 - 23. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

Initial(s) 1 M.A. , NA

LOAN #:

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24. Riders to this Securit with this Security Instrument, the c and supplement the covenants and ag [Check applicable box(es)]	ovenants and a	greements of each	such rider shall be	incorpoi	ated into and shall amend
Adjustable Rate Rider		Condominium Ri	der	[XX]	1-4 Family Rider
Graduated Payment Ric		Planned Unit Development Rider			Biweekly Payment Rider
Balloon Rider		Rate Improvemen	nt Rider	П	Second Home Rider
Other(s) [specify]		•		atac!	PED RIDER FÖR N BY PRUSTEE
BY SIGNING BELOW, Borro			• • • • • • • • • • • • • • • • • • • •		
and in any rider(s) executed by Bo	rrower and rec	rorded with it.			
Witnesses:		/			
By: La Line La Vice Fresident	pl Marasa rust Off	PARK. XXXXXX 23,199 ycer Atte	NATYONAL BANK AS TRUSTEE U/1 ISM, AND KNOWN 95 St: Danay SSISTANT F	OF EV	ERGREEN (Seal) TED MASSOR OCTUBER UST MICHAEL (14570 (Seal)
RECORD AND RETURN TO: SUBURBAN FEDERAL SAVINGS, A FEDERAL SAVINGS BANK 154TH., AT BROADWAY HARVEY, IL., 60426	O1	We Use For Acts	Chora Co		
STATE OF				7	
COUNTY OF		} ss:			Oxa
Iundersigned	sa., Tr ,01 roved to me to	Taka, Namey, Rudhe the person(s) w	dighteroAsst ho, being informed ment to bethe	.Tr.:Uf of the co Lr	f personally appeared ontents of the foregoing
and deed and thattbey (he, she, they)	executed sa	id instrument for	the purposes and		rein set forth.
Witness my hand and official s	eal this	. 8TH.,	day of	NOVEME	ER 19.95
My Commission Expires:	"OFFIC NANCY Notary Publi My Commission	IAL SEAL" J. MANSON c, State of Illinois fixpires 3/23/96) Janey	Public	Manam ISEAL)
This instrument was prepared by			0 0		

44771

RIDER ATTACHED TO MORTGAGE TO Federal Savings, A Federal Savings Bank

DATED November 8, 1995

This Mortgage is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebted less accruing hereunder, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it rersonally, but this instrument is executed and delivered by the FIRST NATIONAL BAKE OF EVERGREEN PARK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability of personal responsibility is assumed by, nor shall at any time be asserted or enforced against First National Bank of Evergreen Park, its agents or employees, on account hereof, or on any of covenants, undertaking of agreement herein or in said principal not contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holders of said principal or interest notes hereof, and by all persons claimide by or through or under said party of the second part or the holder or holders, owner or covers of such principal notes, and by every person now or hereafter claiming any right or security hereunder and that so far as the Trustee and its successors are concerned, the legal holder of said Note and the owners of any indebtedness accruing hereunder shall look soae'y to the premises hereby conveyed for the payment thereof, by the enforcement of the lier hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

FIRST NATIONAL BANK OF EVERGREEN PARK not individually, but as Trustee rader

Trust No. 14570

Vice President & Trust Officer

ATTEST:

Assistant Phist Officer

(Space Above This Line For Recording Data)

FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

detected and a transfer and a particle of the	AAC 11
THIS FIXED/ADJUSTABLE FATE RIDER is made this\$2h day ofNovembex	.xx.5 and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Dec	ed (the "Security
Instrument's of the same date given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjust	stable Rate Note
(the "Note") toSuburban_Federal_dayings. A Federal_Sayings_Bank	******* **************
(the "Lender") of the same date and covering the prop	erty described in
the Security Instrument and located at:	•
4350 W. 87th., Street Burbank, Illinois 60453	

If roperty Address;

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

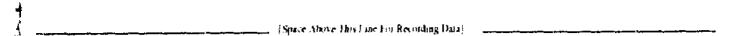
(B) The Index

Beginning with the first Change Date, my adjustable interest rate 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 Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Loan #:



The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the uppaid 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

(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 netice of any change in my initial fixed interest rate to an adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

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

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVZ UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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 for it 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 it's 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 with n which Borrower must pay all sums secured by this Security Instrument. If Borrower tails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice at demand on Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 27 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

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 for 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instru-

ment unless Lender releases Berrower in writing.

• • • • • • • • • • • • • • • • • • •			
<u>.</u>			
(Space Ab	we this line for Recording Data)		
If Lender exercises the option to require acceleration. The notice shall provide a pen or moded within which Borrower must pay all these sums prior to the expiration of this per instrument without further notice or demand on	iod of not less than 30 days from sums secured by this Security Ins nod, Lender may invoke any ren	a the date the notice a strument. If Borrower	is delivered fails to pay
BY SIGNING BELOW Sorrower accepts and agri Rate Rider.	rees to the terms and covenants of	ontained in this Fixed	l/Adjustable
J-OF	SEE ATTACHED RIDE EXECUTION BY TR		MA
Co	FIRST NATIONAL BANK O AS TRUSTFE U/T/A DATE AND KNOWN AS TRUST KX	30000200000000000 G	
	By: Dodrat)) Mary	-Borrower
	Attests Manage 2	Tode ficial) TO
		75	
		Office	

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RIDER ATTACHED TO FIXED/ADJUSTABLE RATE RIDER: Suburban Federal Savings Bank, A Federal Savings Bank

DATED November 8, 1995

UNDER TRUST NO. 14570

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of FIRST NATIONAL BANK OF EVERGREEN PARK personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any plang expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as First National Bank of Evergreen Park, personally, in concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solery to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK Not Individually, but as Trustee Under Trust No. 145/0

BY: Nation Mary Nice President & Trust Officer

ATTEST:

PA'S OFFICE

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY	Rilllock or made the	s Sth. day i	of	Novembe	r	, 19 <u>95</u>
and is incorporated into						
(the "Security Instrument Suburban Federal	thol me same dat Savings, & Fo	e given by the decal Savit	undersigned 1gs Bank	(the "Borrow	er") to secure E	lorrower's Note to
		0				(the "Lender")
of the same date and cove	ing the Property (escribed in the S	lecurity Instr	ument and loca	sted at:	•
		0				
	4950 W. 87th	., Street,	Burbank,	Illinois	60453	
		(Proj	pe ty Addre	ss]		

1-4 FAMILY COVENANTS. In addition to the covenant, or d agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY ANSTRUMENT. 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, providing, bath tubs, water heaters, water closers, sinks, ranges, stoves, refingerators, dishwashers, disposals, washers, disposals, awnings, stoim windows, storm doors, 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 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 Covenam 18 is deleted.
- F. HORROWER'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.

 Loan #:

SELLISTATE 1-4 FAMILY RIDER-Faunte Mast Freddie Mac Uniform Instrument

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Page 1 of 2 FIRST DATA SYSTEMS, INC

1-615-361-8404

- 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" of the Security Instrument is on a leasehold.
- Hi. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and enconditionally 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 kender or Lender's agents. However, Borrower shall receive the Rents until (t) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument 200 (til) 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 tenam of the Property shall pay all Rents due and anpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents cellected 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 a cured 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 Umform Covenant 7.

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

Lender, or Lender' 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 lemedies permitted by the Security Instrument.

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

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE	(Seal)
FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE U/T/A DATED NORTH PARK	
AND KNOWN AS TRUST REXER. #14570. By: Vice President's Trust Of	Bostower
Attest: Manay Todificer Assistant Trust Officer	443

Loan #:

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RIDER ATTACHED TO ASSIGNMENT OF RENTS TO: Suburban Federal Savings Bank, A Federal Savings Bank

DATED November 8, 1995

UNDER TRUST NO. 14570

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of FIRST NATIONAL BANK OF EVERGREEN PARK personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any octog expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as First National Bank of Evergreen Park, personally, in concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK Not Individually, but as Trustee Under Trust No. 14570

Y: Co

Vice President & Trusi Officer

ATTEST:

Assistant Trust Officer