This instrument was prep	ared by D. CLINE/THE MORTGAGE CENTER, INC.	Laan No. 950002285	
Record and Return to	THE MORTGAGE CENTER, INC.		
	780 LEE STREET SUITE 102		
	DES PLAINES, ILLINOIS 60016	95095444	
	Space Above This Line For Record	Ing Data)	
	MORTGAGE		
THIS MORTGAGE	Socurity instrument") is given on January 30th, 1995 C. TAYLOR AND MARY E. TAYLOR, HUSBAND AND W		
The mortgager is JAMES	C. IATEON AND MANY E. IATEON, NUODAND AND W	("Borrower"). This Security instrument is given to	
THE MORTGAGE CENT	ED INC	and the last section of the contract of the co	
under the laws of THE &	TAYE OF ILLINOIS	, and whose address in	B
780 LEE STREET SUITE	102 DES PLAINES, ILLINOIS 60016	, which is organized and existing , and whose address is	
Borrower owes Lender the	e pitroinal sum of		
Eighty Four Thousand a			
Dollars (U.S. \$\$84,000	This debt is evidenced by Borro	wer's note dated the same date as this Security Instrument	
This Security Instrument s and modifications of the Security Instrument, and f	Note, (b) the payment of all other sums, with interest, ac (c) the performance of Bor ower's covenants and agreems	ord by the Note, with interest, and all renewals, extensions transced under paragraph 7 to protect the security of this into under this Security Instrument and the Note. For this procedure property located in	
COOK		County, Illinois	
THOSE PARTS OF LOTS	2 AND 3 IN BLOCK 1 IN BUEN/ VISTA ADDITION, BEI		
	OF THE EAST 1/2 OF THE SOUTHY/EST 1/4 OF SECTIO		
	AST OF THE THIRD PRINCIPAL MERIDI IN WHICH LIES		L
•	FROM A POINT IN THE NORTH LINE OF SAID LOT 2 V		67
	E NORTHWESTERLY CORNER OF SAID LOT 270 A PC		509544
	ICH IS 17.05 FEET WESTERLY OF (BY CHORD KIE 45')		ယ္
	IER OF SAID LOT 3, IN COOK COUNTY, ILLINOIS.		Čί
			₩.
TAX ITEM NO: 32-20-32	13-014	Clark	芸
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_		C/A	
20		4	
S C		. DEPT-01 RECORDING	:35.00
<i>∞</i>			
8.8		. T\$9999 \RPH 7083 02/08/95 14:	09:00
(L)		#8326 + DW #-95-095	1444
V		. COOK COUNTY RECORDER	
κ̈́			
- )			
and the second s	1648 BUENA VISTA CIRCLE	CHICAGO HEIGHTS	
which has the address of	(Street)	[City]	
Minoia <b>60411-</b>	("Property Address");		
	•	arts and all accompate applicance on and fixtures only	
or hereafter a part of the p	I the improvements now or hereafter erected on the prop- property. All replacements and additions shall also be co Instrument as the "Property".	vered by this Security Instrument. All of the foregoing is	
convey the Property and	NANTS that Borrower is lawfully seised of the estate here that the Property is unencumbered, except for encumbered against all claims and demands, subject to any enc	prances of record. Borrower warrants and will defend	
= '	mity-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT	Form 3014 9/90 (page 1 of 8 pages)	
MAS Form - MAS0722	my i millio mae i revine mae emit etim mie i Cement.	Initials:	
	TICOR TITLE I	USURANCE	
	- TITLE 1	Noora	
	TICOK BOX	15 2. J.	ì
	-	35000r	<i>)</i>

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.

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. Punds for Taxés and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) 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. Section 2801 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or opinions are contained with applicable law.

Excrew items or on mixed in accordance with applicable law.

The Funds shall be hold in an institution whose deposits are insured by a tederal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may 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 on agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lander 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 five Funds was made. The Funds are pledged as additional security for all sums secured by this Security.

Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or set, the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale at a credit against the sums secured by this Security Instrument.

- 3. Application of Paymenta. 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 Nota second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Nota.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, chr.o.s., fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this rare, raph. 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 in the nent unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the randocement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of police.

5. Hazard or Property insurance. Borrower shall keep the improvements now existing or hereafter eruct, o on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including focus or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender require. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower talls 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.

ILLINOIS -Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT MAS Form - MAS0722

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Initials:

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Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the data of the ricenthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It 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 (ander to the extent of the sums secured by this Security Instrument Immediately prior to the acquisition

- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy intability, and use the Property as Borrower's principal residence within each 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 otterwise agrees in writing which consent shall not be unreasonably withhold, or unless extenuating circumstance reset which are beyond Borrower's control. Borrower shall be in detault if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good latter 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 or other material impairment of the lean created by this Security instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information with the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the Insert the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the Insert the Property as a principal residence.
- 7. Protection of "surfar's Rights in the Property. If Borrown fails to perform the covenants and agreements contained in this Security Institutions, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probable for condemnsion or forfailure or to enforce laws or regulations), then Lender may do and pay for whatever in 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 limit which this priority over this Security in security in court, paying reasonable afformay 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 vider this paragraph 7 shall become additional debt of Borrower architect by this Sicurity Instrument. Unless Borrower and Londer agree to other terms of payment, these amounts shall be a 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, It Lender required triplage insurance as a condition of making the loan secured by this Security Instrument Borrower shall pay the premiume required to minimum the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender tapses or ceases to or moffect, Borrower shall pay the premiume required to obtain coverage substantially equivalent to the mortgage insurance previously in offect, form an alternate mortgage featuring approved by Lender. It substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each more in a sum equal to one-twillful of the yearly mortgage insurance coverage lapsed or cease it to be in effect. Lender will accept, use and rotain these payments 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 amount and for the period that Lender requires) or visited by an insurer approved by Lender again becomes available and obtained. Borrower shall pay the premiums required to maintain nor gage 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, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are no oby assigned and shall be paid to London

in the event of a total taking of the Property, the proceeds shall be applied to the sums seculed 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing. 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 summ 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 tails 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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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Form 3014 6/80 (page 3 of 4 pages) initials:



- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 rollies to extend time for payment or oftenwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody shall not be a walver of or preclude the exercise of any right or remody.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors 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 final 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 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 Exposure 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 or this 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 this 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 Borrowe' 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 money method. The notice shall be directed to the Property Address or any other address Borrower dusignates 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 Borro ver. 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.
- t5. Governing Law; Severability. This Security instrument shall be governed by tederal 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 Arie 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 it 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 sold a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums soculed by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sum, cocurred by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remodies parmitted by this Security Instrument without further notice or demand on Borrower.
- 18. Borrower's Right to Reinstate. If Borrower moets 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 aprilicelies 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 agreement. (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.



19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (logather with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the untity (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 valu 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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous 20, Hazardous Substances. 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 preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardour Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrowsi shair promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or crivate party involving the Property and any Hazardous Substance or Environmental Law of which Borrown has netual knowledge. If Borrow's learns, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance aftering the Property is necessary, Borrower shall promptly take all necessary remodial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances defined as lowe or hazardous substances by Environmental Law and the following entering gasoline, kerosens, other flammable or toxic patroleum products, toxic posticides and herbicides, volable solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means tederal laws and law of the jurisdiction where the Property is located that rotate to health, safety or environmenttal protection

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Corrower 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, Lander at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney

Upon payment of all aums secured by this Security instrument colder shall release this Security Instrument 22. Heisese. without charge to Borrower. Borrower shall pay any recordation costs.

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT ILLINOIS MAS Form - MAS0722

Form 3014 (page 5 of 6 pages)

OFFICE



	, — If one of more inders are executed by Borrowar ch such rider shall be incorporated into and shall at dor(s) were a part of this Security Instrument.	
[Check applicable box(es)]	,	
X Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [apacity]		
BY SIGNING BELOW, Borrower accepts inder(s) executed by Borrower and recorded with	and agrees to the terms and covenants contained it.	id in this Security Instrument and in any
Witnosaea.	A	24
	JAMES C. TAYLOR	-Bonower
<u>Or</u>	Mary E. Taylor	Seal) -Borrower
	04	(Scal)
	TC	-Borrower
	4/2	(Seal)
		-Borrower
	Space Below This Line For Auknowledgment)	
STATE OF ILLINOIS, COOK	County w:	
that JAMES C. TAYLOR AND MARY E. TAYLOR	a Notary Public in any R, HUSBAND AND WIFE	for said county and state, do hereby certify
	, personally known to me	same person(s) whose name(s)
	peared before me this day in person, and acknowled er/their tree and voluntary act, for the uses and purp is 30th day of January, 1995	
My Commission expires:	Joly Amoch NOTARY	FICIAL SEAL EBBIE SMITH PUBLIC STATE OF PENNOTS IMESSION EXPIRES 9/2/96
ILLINOIS -Single Family-Fannie Mae/Fredo MAS Form - MAS0722	No Mac UNIFORM INSTRUMENT	Form 3014 9/90 (page 6 of 8 pages) initials:



## **ADJUSTABLE RATE RIDER**

(1 Year Tressury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER IS made this June day of willhams, 1989
and is incorporated into and shall be denmed to amend and supplement the Mortgage, Deed of Trust or Security Deed
(the "security instrument") of the same date given by the undersigned (the "Burrower") to secure Borrower's
Adjustable Rate Note (the "Mote") to
THE MORTGAGE CENTER, INC.
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1848 BUENA VIBTA CIRCLE CHICAGO HEIGHTS, ILLINGIS 60411-
(Property Address)
• • • • • • • • • • • • • • • • • • • •
4.
<b>.</b>
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE
AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S
INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-
ROWER MUST PAY.
ADDITIONAL OF CHARTS In addition to the appropriate and in the Country Instances Basesian
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrquar
and lender further revenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Natural Visit Control of 40.578
The Note provides for a juital interest rate of 12.875 %. The Note provides for changes in the
Interest rate and the monthly payments, as follows:
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Dates
The interest rate I will by may change on the first day of March 1995 , and on that
day every 12th month thereafter. Earl date on which my interest rate could change is called a "Change Date."
(B) The Index
Beginning with the first Change Date, my Interest rate will be based on an Index. The "Index" is
the weekly average yield on United States frequery 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 choose a new index which is based upon comparable
information. The Note Holder will give me notice of tills choice.
(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding
Five and One Half percentage points ( 5.500 4) to the Current Index. The Note Holder will then round the
result of this addition to the nearest one-eighth of or percentage point (0.125%). Subject to the limits stated in
Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.
The Note Holder will then determine the amount of the minthly payment that would be sufficient to repay the
unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate
in substantially equal payments. The result of this calculation (11) by the new amount of my monthly payment.
(D) Limits on interest Rate Changes
The interest rate I am required to pay at the first Change Dite will not be greater than 14.875 % or
less than 12,875 %. Thereafter, my interest rate will never be increased or decreased on any single
Change Date by more than two percentage points (2.0%) from the rate of in one t I have been paying for the preceding
twelve months. My interest rate will never be greater than 18.875 %. The Note provides that in
any event the interest rate shall not be less than the initial interest rate.
(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 Mote Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my
monthly payment before the effective date of any change. The notice will include information required by law to be
given me and also the title and telephone number of a person, who will answer, any question I will have regarding the
notice.
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN SORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Barrower is sold or transferred and

In act of any point of the property of any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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) Sorrower 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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family -Fannie Mae/Freddle Mac Uniform Instrument Form 3111 3/85



(psão 5 ot 5 bages)

Modified for First Security Savings Bank, F.S.B.

**WAS Form DRKFS21** 

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform inatument Form 3111 3/85

Property of Cook County Clerk's Office (2691) ( )005) (1005)

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8Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

without further notice or demand on Borrower.

unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these agms prion of this period, Lender may invoke any remedias permitted by this Security Instrument

To the extent permitted by application law, Lender may charge a reasonable fee as a condition to lender's consent to the loan assumption. Lender may also 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 the Note and in this Security Instrument.

# SEED OF HUST/SECURITY DEED ASSIGNMENT

KNOW ALL MEN BY THESE PRESENT, that

THE MORTGAGE CENTER, INC.

, A(N) ILLINOIS

Corporation of 780 LEE STREET SUITE 102 DES PLAINES, ILLINOIS 60016

, organized and exiating under the awa of the State of ILLINOIS , first party for and in consideration of the aum of ONE DOLLAR (\$1.00) and other good and valuable consideration, lawful money of the United States of America, to it paid by

FIRST SECURITY SAVINGS BANK, FSB 2600 TELEGRAPH ROAD **BLOOMFIELD HILLS, MICHIGAN 48302** 

95095445

second party, receipt whereof is hereby acknowledged, has sold, assigned and transferred and does hereby sell, assign and transfer to second party, all right, title and interest of the said first party in and to a certain real estate mortgage dated A.D., 1995 made by: the 30th day of January

JAMES C. TAYLOR AND MARY E. TAYLOR, HUSBAND AND WIFE

IN CARTNERS	2 MUST See and first party has counsely	these presents to be signed by its duly authorized officers and
corporate si	eal to be hereunto affixed. The day of	A.D., 19
IN THE PRE	SENCE OF:	THE MORTGAGE CENTER, INC.
	C/A	6 6 24.1
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STATE OF		
COUNTY OF	Cark	4
	al Secretaria	46
on this 🚅	day of, A.D.	19 2 , before a Notary Public acting in said County appeared
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to me perse	onally known, who, being by me duly s	worn, did each for themselves say that they are respectively the
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Property of Cook County Clerk's Office

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Thia ina	trument was prepared	i by	D. CLINE/THE MORTGAGE CENTER, INC.	Loan No. 960002285	
Record	7	780 L	MORTGAGE CENTER, INC. EE STREET SUITE 102 PLAINES, ILLINOIS 60016	95095444	
			Space Above This Line For Recording	og Dataj	
			MORTGAGE		
<b>⊺</b> ⊦	IIS MORTGAGE ("Sec	urily TAYL	instrument") is given on January 30th, 1995 OR AND MARY E. TAYLOR, HUSBAND AND WIFE	<u> </u>	
				("Borrowor"). This Security Instrument is given to	
THE MC	DATGAGE CENTER,	INC E OF	ILLINOIS	priliting ban basinapio el doldw ,	
YOU LE	DIRECTOUNT	, E 3	PLAMES, ILLINOIS WILL	and whose address in ("Lander")	
Bonowe	or owen Lander the pit Four Thousand and G		the state of the s	The special to a special section of the speci	
	US \$ \$84,000.00			er's note dated the same date as this Security Instrument	
Thin Sec and mo Security	curity latitument social dificultions of the Note Instrument, and (c) th	rou (c ), (b) ni 00	the payment of all other sums, with interest, adva- iformance of Borlowet's covenants and agreements	by the Note, with interest, and all renewals, extensions anced under paragraph 7 to protect the security of this its under this Security Instrument and the Note. For this described property located in	
COOK				County, Illinois:	
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	60411-		("Proporty Address");	[City]	
llinais	[2ip Cod	•)	( Fromity Address ).		
r hereal	GETHER WITH all the Iter a part of the prope o in this Security Instri	orty	All replacements and additions shall also be cover	ly, and all easements, appurtenances, and lixtures now ared by this Security Instrument. All of the lorogoing is	
onvev t	he Property and that	tho	at Borrower is lawfully seised of the estate hereby Property is unencumbered, except for encumbrar ainst all claims and demands, subject to any encumi	y conveyed and has the right to mortgage, grant and ances of record. Borrower warrants and will defend obtained to record.	
LLINO	IS -Single Family- m - MAS0722	Fant	nie Mae/Freddie Mac UNIFORM INSTRUMENT	Form 3014 9/90 (page 1 of 8 pages) Initials:	

TICOR TITLE INSURANCE

350000

1 1

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.

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. Punds 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 atlain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if may, (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 fleu 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. Section 2601 at seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser. amount. Lender mail estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of fulure

Escrow Items or otherwise in accordance with applicable law.
The Funds phale be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Betrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Betrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Betrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this foan, unless applicable law 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 or the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrows, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security

ingfrument

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

Upon payment in full of all sums secured by his Socialty Instrument, Lender shall promptly refund to Borrower any Funds held by Lender II, under paragraph 21, Lender shall acquire or so: the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds hold by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or countries, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promote the person owed payment. Borrower shall promote furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly lumish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security first ument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contrate in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the processor of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Ler and 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 herealist are 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 can rier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower talls to mainfain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right 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 is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically teasible 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 Instrument, whether or not then due, with any excess paid to Borrower. Il 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.

ILLINOIS -Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT Form 3014 9/90 (page 2 of 4 pages)

ILLINOIS -Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT MAS Form - MAS0722

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Initials:

Unions Lander and Borrower otherwise agree in Anting, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments interned to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer Borrown's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

- 8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenualing discursates exist which are beyond Berrower's control. Berrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Berrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londer's good faith property Borrower arthin but in contact if any forestime action of proceeding, whether civil of children, is begin that in contact a good tall pudgment could result in forestime Property or otherwise materially impair the lien created by this 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 Londer's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Londer's security interest. Borrower shall also be in default if Borrower. during the loan application process, gave materially lated or inaccurate information or statements to Londer (or failed to provide Lunder with any material information) in connection with the loan evidenced by the Note, including, but not fimilited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires lee title to the Property, the leasehold and the fee title shall not morge unless Lender agrees to the merger in writing
- 7. Protection of Landur's Rights in the Property. If Borrower fails to purform 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 foreithere or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property such Lender's rights in the Property. Lender's actions may include paying any sums secured by a lient which has priority over this Security insurement, appearing in court, paying reasonable alternoys' 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 arout this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to since terms of payment, these amounts shall bear interest from the date of disburnement at the Note rate and shall be payable, with interest, upor, notice from Lunder to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required impropage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to mainten the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in offect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost submanifally equivalent to the cost to Borrower of the mortgage insurance proviously in effect from an alternate mortgage insurance by Lender. It substantially equivalent mortgage insurance coverage in not available. Serrower shall pay to Lender each month a sum equal to one-twellth of the yearly mortgage insurance premium. coverage is not available, somewar shall pay to content that month the authorities and the content of the yearst protection being paid by footower when the materiance coverage inpanels as the content of the option of Lander, if mortgage in surance coverage (to the amount and for the period that Lander requires) or vided by an insurer approved by Lander again becomes available and is obtained. Becover shall pay the premiums required to maintain conjuge insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement for mortgage insurance ends in accordance with any written agreement for mortgage insurance ends in accordance with any written agreement for mortgage insurance ends in accordance with any written agreement.
- 9. Inspection. Lender or its agent may make reasonable entries upon an inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- The proceeds of any award or claim for damages, direct or consequential, in connection with any condumnation or other taking of any part of the Property, or for conveyance in liqu of condemnation, are the coveraged 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 Facurity Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security lastry, most 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 Borrowoo. 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 arrount 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 Lander 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 such payments.



- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 release to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exorcising any right or remedy shall not be a warver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Londer and any other Borrower may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charge's If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that taw is finally interpreted on 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 loar 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 Borrow at provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable taw 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 Borrowir. 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 maragraph.
- 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 insurant or the Note which can be given effect without the conflicting provision. To this and the provisions of this Security Instrument and are 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 a source by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the data of any Security Instrument.
- If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any reme this 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 explicable 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 coveriants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.



19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to 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 also contain any offer information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone dise to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or privile party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower Substance are notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance afterwise the Property is necessary, Borrower shall promptly take all necessary remodial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic petroleum broducts, toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials confering asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" invient tederal laws and law of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANT'S Borrower and Lordon further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default riust 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 number 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 specifical in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without surfice demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses induced in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney.

22. Release. Upon payment of all sums secured by this Security Instrument, Cancer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recurdation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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ILLINOIS -Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT MAS Form - MAS0722

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instrument, the coverants and agreements	s of each such rider shall be incorporated into and shall a if the rider(s) were a part of this Security Instrument.	mend and supplement the covenants and
[Check applicable box(es)]		
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Hider	Rate Improvament Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING JELOW, Borrower and recorder (a) executed by 8-21 ower and recorder	accepts and agrees to the terms and covenants contained with it.	ed in this Security Instrument and in any
Witnesses:	0	
	JAMES C. TAYLOR	-Borrower
9		<del></del>
	Marin E.	Janlon (Seal)
	MARY E. TAYLOR	-Bonower
	4	(Soal)
		-Borrower
	0,	<b>10</b> - 11
		(Seal) -Borrower
	[Space Below This Line For Acknowly Jgm ant]	
STATE OF ILLINOIS, CODIC	County as:	tor seld county and state, do hereby certify
that JAMES C. TAYLOR AND MARY E. T	AYLOR, HUSBAND AND WIFE	
	, personally known to m	ne to be that san e person(s) whose name(s)
signed and delivered the said instrument a	ent, appeared before me this day in person, and acknowle a his/her/their free and voluntary act, for the uses and pu	
Given under my hand and official:		SEIGIAL OF AL
My Commission expires:	( ) loly Amost NOTAR	FFICIAL SEAL DEBBIE SMITH Y PUELIG STATE OPPELINOUS MMHENON EXZIRES 9/2/96
ILLINOIS -Single Family-Fannie Mad MAS Form - MAS0722	e/Freddie Mac UNIFORM INSTRUMENT	Form 3014 9/90 (page 6 of 6 pages) (mitials:



### ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

TH	IS ADJUSTABLE RATE RIDER is made	this 30th	day of January, 1995
and is in	corporated into and shall be de-	emed to amend	and supplement the Mortgage, Deed of Trust or Security De
(the "Sec	urity instrument") of the war	ne date given	by the undersigned (the "Borrower") to secure Borrower
	e Rate Note (the "Note") to		
THE MORT	GAGE CENTER, INC.		
		ring the property	y described in the Security Instrument and located at:
(1110 0011	, 0, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,
	1648 BUENA VISTA CIRCLE CHIC	<u>Cago Heights. Il</u>	LINOIS 60411-
		(Propi	erty Address]
			•
	THE NOTE CONTAINS DOO	MEIONE ALLO	WING FOR CHANGES IN THE INTEREST RATE
	AND THE MONTHLY BAY	VISIONS ALLO MENT THE N	OTE LIMITS THE AMOUNT THE BORROWER'S
			NE TIME AND THE MAXIMUM RATE THE BOR-
	ROWER MUST PAY.	IGE AT AIT? O	AE LIME VIAD LIIE MANIMOM HALE LIIE DOLL.
	NOWER MOST PATE		`
			nts and agreements made in the Security Instrument, Borrdw
and Lend	er further commenant and agree as	fallows:	
A. INTE	REST RATE AND MONTHLY	PAYMENT CHA	ANGES
		47.0	76 %. The Note provides for changes in t
	provides for a provided interest		A. The Note provides for changes in the
Interest	rate and the monthly payments, a REST RATE AND MONTHLY	BAVIAENT CHA	NCER
		PATMENT CHA	INGES
	ange Detes		
The	interest rate I will ay may o	hange on the 1	irat day of March. 1995 , and on the
day every	12th month thereafter. Earn 14	ite on which my i	nterest rate could change is called a "Change Date."
(B) Th	e Index		a control of the board on the following the Himmersh
			est rate will be based on an Index. The "Index"
			ties adjusted to a constant maturity of 1 year, as many figure and the data (5 days before
			ndex figure available as of the date 45 days before ea
	e is called the "Current Index.		desemble change a new laday which is busined comparable
			ilder will choose a new index which is based upon comparable
	n, The Note Holder will give me lou <b>lation of Changes</b>	notice of tals	CHOICE.
(C) Ca	ore each Change Date. the Note	Holder will cale	wiste my new interest rate by adding
			) t) the Current Index. The Note Holder will then round the
			nercentage point (0.125%). Subject to the Limits stated
			ite es rate until the next Change Date.
			the mathly payment that would be sufficient to repay the
			Date in full on the maturity date at my new interest rai
			lation will by the new amount of my monthly payment.
(D) Li	nits on interest Rate Changes		
The			t Change Date will not be greater than 14.875 %
less than	12.075 X. Thereafter,	my interest	rate will never be increased or decreased on any sing
Change Dat	e by more than two percentage p	01NTB (2.UA) TFG	m the rate of interes I have been paying for the precedir than 18.875 %. The Note provides that it
	the interest rate will not be		
•		tess then the r	interest interest
(E) Eff	ective Date of Changes	effective on e	ach Change Date. 1 will pry the amount of my new monthly
			the Change Date until the (mount of my monthly paymer
changes ag		,	
(F) No	tice of Changes		
The	Note Holder kill deliver or ma		e of any changes in my interest rate and the amount of m
			The notice will include information required by law to b
given me a	nd also the title and telephone	number of a per	son who will answer any question that have regarding th
notice.			
B. TRANS	SFER OF THE PROPERTY OF	R A BENEFICIA	AL INTEREST IN BORROWER
	venant 17 of the Security Instri		
	FER OF THE PROPERTY OR A BEN		
•			icial interest in Borrower is sold or transferred an
			written consent, Lender may, at its option, require immedi
			Instrument. However, this option shall not be exercised by
Lenger if	exercise is pronibited by federa	at tam as of (ne	date of this Security Instrument. Lender also shall no

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family -Fannie Mac/Freddle Mac Uniform Instrument | Form 3111 3/85

tender is exercise is promitized by rederal 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 transferee as if a new loan were being made to the transferee; 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.



(peded 5 to 5 eged)

Modified for First Security Savings Bank, F.S.B.

MAS Form DHKFS21

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)	74.
<b>&gt;</b>	MARY E. JANJON
)	JAMES C. TAYLOR

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BY SIGNING SELOW, Borrower accepts and agrees to the terms and covenants conteined in this Adjustable Rate

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of unless tender releases Borrower in writing. in this Security instrument. Borrower will continue to be obligated under the Note and this Security Instrument To the extent permitted by application law, Lender may thange a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that obligates the transferee to keep all the promises and agreements made in the Mote and Mote agreements made in the Mote and Mote agreements made in the Mote agreement made in the Mote agreements made in the Mote agreement made in the M