Prepared by: UNOFFICIAL Beneficial 1000 Jarie Blvd. Stell T Ook Brook, IL 60521

95289573



TRAN 7928 05/02/95 11:30:0) COOK GOUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on	APRIL 28, 19 95
The manager is DAVID J. GEDALOW, A SINGLE	PERSON
The state of the s	("Borrower"). This Security Instrument is given to Beneficial
Illinois Inc. d/b/n Beneficial Mortgage Co. of Illinois, whic address is 1000 JORIE BLVD SUITE 115	h is organized and existing under the laws of Delaware, and whose
OAK BROOK	Illinois ("Lender").
(U.S. \$15,000.00). This debt is evidenced by ("Note"), which provides for monthly payments, wi	HOUSAND Dollars Borrower's note dated the same date as this Security Instrument ith the full debt, if not paid earlier, due and payable on ecutes to Lender: (a) the repayment of the debt evidenced by the
advanced under paragraph 7 to protect the security of this Sec	entions of the Note; (b) the payment of all other sums, with interest, curity testrament; and (c) the performance of Borrower's covenants one. For this purpose, Borrower does hereby mortgage, grant and inCOOKCounty, Illinois:

LOTS 25 TO 29, INCLUSIVE (EXCEPT THE EAST 50 FEET THEREOF), IN BLOCK 13 IN L.E. CRANDALL'S CAK LAWN SUBDIVISION IN SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 24-04-312-034

PREPARED BY: GLORIA FIEDLER

TOORTHER WITH all the improvements now or hereafter erected on the property, and all casements, 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family

Bor 4 H. 70 ARM Ed. 3/95

(suge I of 6)

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law and only if requested in writing. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Finds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maxmium amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Real Estate Settlement Procedures Act, as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an (estitution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an insutation) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow items. Lender may not charge Borower 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 units applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, shoring credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, 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 discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to any monthly insurance charges; second, to any late charges due under the Now, third, to interest due to the date of payment; and fourth, to principal due.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Bot 4-11, 70 ARM Ed. 3/95 (page 2 of 6)

5

UNOFFICIAL GOPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, bazards, 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 earrier 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 recommically 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 us wer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the loss rance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 acrees 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, whether civil or criminal, is begun that in Lender's good faith judgement could result in fortenare of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes in femore of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument of it ander's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially take or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease of Borrower acquires fee title to the Property, the leasehold the fee title shall not morge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrover fails to perform the covenants and agreement, commined 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 bark-captey, probate, for condomnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and 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

Bor 4 H. 70 ARM Ed. 3/95 (page 3 of 6)

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, an a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insured 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 payment may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage resurance 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. Condemnate in. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pale to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the aking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, untess Porrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the even, of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable the otherwise provides, the proceeds shall be applied to the sums secured by the Security Instrument whether or not the sums are fine 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 assumation or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Horrower 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 die 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 thin 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 s'tail not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's an ressons in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and appearants 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 sams secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

(page 4 of 6)

- 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 chause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a be deficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- 18. Borrower's Right to Reinstate. If dorrower 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, 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 bereby 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 clote (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 in atoment. 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 rotice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will use contain any other 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 else to do, anything a feeting 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 private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flamable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental 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 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 fullure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
- 23. Walver of Homestead, Borreyer waives all right of homestead exemption in the Property.

OFFICIAL

NOTARY PUBLIC, STATE OF ILLINOIS

How a 11 (70 Roboth D. Kost-

24. Riders to this Security Instrumera. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

	at as if the rider(s) were a part of this Security In			
N Adjustable Rate Rider	Condominium Rider	[7] 1-4 Family Rider		
D Graduated Payment Rider	D Farmed Unit Development Rider	O Biweekly Payment Rider		
LJ Balloon Rider	🖸 Rute in provement Rider	D Second Home Rider		
[2] Other(s) [specify]				
rider(s) executed by Borrower and recor	nd agrees to the terms and coverants contained in the with it. Dand = Bal DAVID J. BEDALOW	(Seal) — Borrower — Borry ver		
[Spa	ce Below This Line For Acknowledgmen	1) —————		
	ACKNOWLEDGMENT			
STATE OF ILLINOIS)			
COUNTY OF DUPAGE) 58.1			
· ·	y in the state aforesaid do hereby certify that personally known to me			
	egoing instrument appeared before me this day ent as HIS—own free and voluntary act for the			
Given under my hand and Notarial Scal	this 28TH day of APRIL	, iÀ95 .		

mave 6 of 6

ADJUSTABLE RATE RIDER

(Interest Rate Limits)

70		0.0014		4 DD 77		0.5
THIS ADJUSTABLE RATE RIDER						
and is incorporated into and shall be decaded to		, .	• • • • • • • • • • • • • • • • • • • •	••		
given by the undersigned (the "Borrower") to so						
ILLINOIS INC. d/b/a Beneficial Mortgage Co						
at 1000 JORIE BLVD SUITE 115,		ten	o) . 'OWK 1916	(UUK	Hlinois»	(0p) (0p)
(the "Lender") and covering the property desc	riend in the S	Security Ins	trument and	Hoented at:	•	a 1
DAVID BEDALOW					•	
5346 W 93RD ST						
OAKLAWN, IL 60453						-
	rb	perty (dilr				
:	(1.40	barry, rmen	**************************************			
Borrower's monthly decreases, the Borrow ADDITIONAL COVENANTS. In ad Lender further covenant and agree as follows:	er's mont	niy payn	nents v i	lewol ed II	7.	
A. INTEREST RATE AND MONTHLY	PAYMENT (HANGES	į	' ડ		
The Note provides for an initial interest rate of and the monthly payments, as follows: ("You"	_10.50 % and "your" re	per year. S eler to the	ection 4 of Borrower an	the Note provi id ''we?' ''us''	dos for elanges in t and sears to the	the interest rat Lander)
**4. INTEREST RATE AND MONTHLY	y payment o	CHANCES:			CO.	
(A) Change Dates The interest rate you will pay may change thereafter. Each date on which your interest	ean MAY 3'	RD change is	called a "C	., 19 - 96 , a hange Date.''	and on that day ever	ry 12 mont
(B) The Index peginning with the first Change Date, your States Treasury securities adjusted to a con-						

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, we will choose a new index which is based upon comparable information. We will give you notice of this choice.

(C) Calculation of Changes

percentage points [4.15 Before each Change Date, we will calculate your new interest rate by adding 4.15 to the Current Index. We will then round the result of this addition to the next highest one-quarter of one percentage point (0.25%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be your new interest rate until the next Change Date.

We will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan you are expected to owe on the Change Bate in full on the maturity date at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of your monthly payment.

(D) Limits on Interest Rate Changes

The rate of interest you are required to pay shall never be increased or decreased on any single Change Date by more than 2,00 percentage points from the rate of interest you have been paying for the preceding 12 interest rate also shall never be greater than 16.50 % per year, nor less than

(E) Effective Date of Changes

Your new interest rate will become effective on each Change Date, You will pay the amount of your new monthly payment beginning on the first monthly payment date after the Change Date until the amount of your monthly payment changes again.

(F) Notice of Charges.

On the 30th day prior to the Change Date we will mail or delivery to you a notice of any changes in the amount of your monthly payment before the effective and of any change. The notice will include information required by law to be given you and also the title and telephone number of a person who will answer any question you may have regarding the notice."

B. CHARGES: LIENS

Uniform Covenant 4 of the Security Instrument is awended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, presenents, and other charges, times and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, it any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Bornner, making payment, when due, directly to the payce thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts (videncing such payments, Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower; (a) shall agree in writing to the payment of the obligation secured by such lies in a manner acceptable to Lender: (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, tegal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien of forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may exam a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lie to take one or more of the actions set forthabove within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any nearest to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Cornover at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be Egiven by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when Tgiven in the manner designated herein.

UNIFORM SECURITY INSTRUMENT; GOVERNING LAW: SEVERABILITY

Dibitorm Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument: Governing Law; Severability. This form of Security Instrument combines uniform covenants for national use and non-uniform covenants with limitest variations by jurisdiction to constitute a uniform security instrument covering real property. 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, and to this end the provisions of this Security Instrument and the Note use declared to be severable.

ADJUSTABLE RATE RIDER BOR 4 11-70/72 R FNMA ARM, Ed. 1/95

4:84 FNMA Uniform Instrument

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and a Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the same secured by this Security Instrument to be immediately due and payable. 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 such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further nutice or demand on Borrower, invoke any remedics permitted by paragraph 18 hereof. Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. LOAN CHARGES

If the boan secured by the 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded principal limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by nursing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

G. LEGISLATION

If, after the date hereof, enactment or expiration (1 applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider to their than this paragraph G) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Londer, at is observed option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WEENESS WHEREOF, Borrower has executed this Adjustable flate Hider.

| Description | Description | (Seal) |

9528957

Property of Cook County Clerk's Office