# **MOFFICIAL CO** 95316509

RECORDING REQUESTED BY

RETURN TO: Wheatland Title Guaranty Co. 568 W. Galena Aurora, IL 60506 HC1500 457

#### WHERE

First Alliance Credit Corporation 701 So. Parker St., Suite 5000 Orange, CA 92668 Loan Number: 01504102 - \*1. OFFI: 11 RECURB TOR

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CHOIC COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#### MORTGAGE

THIS MORTGAGE ("Socialty Instrument") is given on Friday. April 21, 1995

The mortgagor is

MARGARET KNOWLTON , A WIDOW AND

JOSEPH LLODA , DIVORCED AND NOT SINCE REMARKIED, AS JOINT TENANTS

("Borrower")

This Security Instrument is given to hast Allunce Credit? Superation

which is organized and existing under the laws of the State of California, and whose address is 701 So. Parker St., Suite 5000 Orange, CA 92668 ("Lender").

Borrower owes Lender the principal sum of One Hundred Twenty Nine (250) and Two Hundred Eighty Nine and Zero Hundredths Dollars (U.S. \$129,289.00). This debt is evidenced by Borrower's note date (Vie same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, are and payable on July 1st, 2010. This Security Inscument seemes to Lender; (a) the repayment of the debt evidenced by the Note, will, interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced rayles paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Horrower does hereby mortgage, warrant, grant and convey to Lender the for owing described property located in COOK County, Illmois:

LEGAL DESCRIPTION PER EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF PREIN: 03-20-306-084-0000

which has the address of 1229 N ARLINGTON HEIGHTS RD, ARLINGTON HEIGHTS, Illinois 60004 ("Property Address"),

TOGETHER WITH all the improvements now or hereafter creeted on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS, that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, " warrant, 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, covernants, with dimited variations by parisdiction to constitute a uniform security instrument covering real property

DNIFORM 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.

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LOL-3005 BJ ( Rev. 03/09/95 )	Borrower's Initials : M.K.	t

2. Funds for Tuxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Scullement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 26G) et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender exceed the amounts perplated 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 Rems when due, Lender may to 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 refund to Borrower any Funds held by Lender. If, under paragraph 22, Lender shall acquire or self-life 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 exceeding against the sums secured by this Security Instrument.

- 3. Application of Poyments. Unless applicable law provides otherwise all payments received by Lender under paragraphs 1 and 2 shall be applied. Tirst, to any amounts payable under paragraph 2;—and 5; cond as defined in paragraph 3 of the Note.
- 4. Charges: Lieux. Borrower shall pay all taxes, assessments, charges, times and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, it say. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay there on time directly to the person owed payment. Borrower shall promptly famish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, florrower shall promptly famish to Lender receipts evidencing the payments.

Horrower shall promptly discharge any hen which has priority over this Security Institution unless (62) ower: (a) agrees in writing to the payment of the obligation secured by the hen in a manner acceptable to Lender; (b) contests in good faith the hen 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 hen 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 hen or take one or more of the actions set touch above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Hortower shall keep the improvements now existing or hereafter effected on the Property insured against loss by lire, hazards included within the term "extended coverage" and any other hazards, including floods of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance variety providing the insurance shall be chosen by floriower subject to Lender's approval which shall not be increasinably withheld. If floriower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage

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 solicies 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 primptly by Borrower.

Unless Lender and Borrowe 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 the Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the policed 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 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 22 the Property is acquired by Lender, Borrower's right to any morance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sume secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borcower's Loan Application; Borrower shall occupy, establish, and use the Prop sty as Borrower's principal residence within sixty days after Leaseholds. the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond. Borrower's control. Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action, or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment ould result in forfeiture 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 19, by causing the action or proceeding to be d smissed with a ruling that, in Lender's good faith determination, precludes for bitare of the Borrower's interest in the Property of other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default it Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender for fance as provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, evidence that 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 fee title to the Property, the leasehold and the fee fide shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or torfeiture 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 methode 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.

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- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the foan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost inhibitinally equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. It 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 return these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement by we'rn Borrower and Lender or applicable law.
- 9. Inspection. Lender of its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the true 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 charge 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 and to florrower. 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 flor ower and I ender 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 (broke fair market value of the Property immediately before the taking, divided by (broke fair market value of the Property in which the fair market value of the Property immediately before the taking is less than the amount of der sams secured immediately before the taking, unless florrower and Lender otherwise agree in writing or unless applicable law obserwise 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 class for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and acply 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 Horrower otherwise agree in writing, any application of process, to principal shall not extend or postpone, the due date of the monthly payments referred to in paragraphs 1 and 2 or change the account of such payments.

- 11. Borrower Not Released; Forhearance 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 limbility of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy shall not be a waiver view preclade the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenies and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's convenants 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, warrant, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other 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.

If a refund reduces principal, the reduction with the nearest non-parameter.

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Borrower's Initials: WYS

- 14. Notices. Any notice to Horrover provided for in this Security Instrument shall be given by delivering it or by mailing it by tirst class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable have, such conflict shall not affect other provisions of this Security Instrument or the Note which is not given effect without the conducting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Borrower's Copy. Statiower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Rehabilitation Loan Agreement. Borrower shall hilfill all of Borrower's obligations under any home rehabilitation, improvement, repair, a other lean agreement which Borrower enters into with lender. Londer, at lender's option, may require Borrower to execute and deliver to U.o., i., in a form acceptable to lender, an assignment of any right, claims or detenses which Borrower may have against parties who supply labor, materials of services in connection with improvements made to the Property.
- 18. 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 it, option, require immediate payment in tall of all sams secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender special or 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 Horrower must pay all sams secured by this Security Instrument. If Borrower tails to pay these sams prior to me expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or densarily on Borrower.
- 19. Horrower's Right to Relistate. If horrower meets certain conditions, Horrower 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 teinstatement) before sale of the Property pursuant to any power a cole contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender ah 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 convenants or agreements, (c) pays all expenses in: uited in enforcing this Security Instrument, including, but not limited to reasonable attorneys' tees, 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 right to reinstate shall not apply in the case or acceleration under paragraph 18.
- 20. Sale of Note; Change of Louis Servicer. The Note of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior nonce to Borrowe. A sale may result in a change in the entity (known as the "I oan Servicer") that collects monthly particults due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer introfated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 21. Hazardous Substances. Bottower shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The 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.

Borrowci 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 temoval 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 21, "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 pesticides and herbucides, volatile solvents, materials containing asbestos or formaldebyde, and indicactive materials. As used in this paragraph 21, "Environmental Law" means federal laws and laws of the purisduction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFOR'A COVENANTS. Borrower and Lender further covenant and agree as follows:

- 22. 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 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default, (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or, or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Secratty Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to reall expenses incurred in pursuing the temedies provided in this paragraph 22, including, but not limited to, reasonable attorney's less and costs of title evidence.
- 23. Assignment of Rents. Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided the Borrower shall, prior to acceleration under paragraph 22 hereof or abandonment of the property, have the right to collect and retain such tents as they become due and payable.

Upon acceleration under paragraph 22 hereof or abandonmen of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of an a manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall or applied first to payment of the costs of management of the Property and collection of cents, including, but not limited to, receiver's less, premiums on receiver's bonds and reasonable automosy fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be hable to account only for those rents actually received.

- 24. Release. Upon payment of all sums secured by this Security Instrument, Sender shall release this Security Instrument without charge to Horrower. Horrower shall pay any recordation costs.
  - 25. Waiver of Homestead. Borrower wavies all right of homestead exemption in the Property.
- 26. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing written loan balance or full prepayment information directly to or on the behalf of the Bo rower.
- 27. Riders to this Security Instrument. It one or more riders are executed by Borrower and reported together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into and shall agreement 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)]

Adjustable Rate Rider Graduated Payment Rider Balloon Rider Fixed/Step Rate Rider	Condominum Rider Planned Unit Development Rider Rate Improvement Rider Assumability Rider	1 4 Family Rider   Biweckly Payment Rider   Second Home Rider   Other (s) [Specify]
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Instrument and in any rider(s) executed by			
MARGARIT KNOWLTON	(SEAL)	pl Jane	(SEAL)
MARGARIT KNOWLTON	108 <b>b</b> h 11	ODA /	
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	(SEAL)		(SEAL)
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State of Illinois, Cook	County ss:		
(	Notary Public in	and for said county and state	. do hereby cetify that
MARGARET KNOWLTON	OZ		, , ,
JOSEPH I LODA	$\tau_{0}$		
	CO.		
	4/2		
personally known to me to be the same person(s) w	vhose name(s) subscribed ( ) i	oe foregoing instrument, appe	ared before me this day
in person, and acknowledged that signed and delive			
the uses and purposes therein set forth.		Q <sub>4</sub>	
Given under my hand and official seal, this	day of		
		10	
My Commission Expires:	, very and grain yourself graphs and from		Notary Public
This instrument was prepared by			0
(Name) First Alliance Credit Corporation	D (14 (148)) 1		
(Address) 2694 Bishop Drive Suite 200, San I	Kamon, CA 94583		

Caus area for official notarial scal)



Loan Number: 01504102

#### ASSUMABILITY RIDER

THIS ASSEMABILITY RIDER is made this 21st day of April , 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Botrower") to secure Botrower's Note (the "Note") to

#### First Alliance Credit Corporation

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

#### 1229 N ARLINGTON BEIGHTS RO. ARLINGTON HEIGHTS, B. 60004 (Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreement made in the Security Instrument, Borrower and Lender further covenance as piece as follows:

#### TRANSFER OF THE PROPERTY OR A DENEFICIAL INTEREST IN BORROWER

Uniform Coverant 18 of the Secar's Instrument is amended to read as follows:

Transfer of the Property or a terrescial Interest in Burrower. It all or any part of the Property or any interest in it is sold or transferred to it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person.) without Lender's prior written consent, Lender may, at the option, require immediate payment in full of all sames secured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option it. (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended (transfered as it a new load were being made to the transfered; and (b) Lender maximally determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the foun 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 this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases florrower in writing.

If Lender exercises the option to require immediate payment in Jull, Lender shall give dorrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or n ailed within which. Borrower must pay all sams secured by this Security Institution. If Borrower finls to pay these sums prior to the exprainton of this period, Lender may invoke any remedies permitted by this Security Instrument without further Notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Assumability Rider.

Murquest Knowllow	4/21/95	Owed O. Karl	0/-21-95
MARGARET KNOWLTON	Date	JOHEPH MODA	Date
			953
-	-		
	Date		Date S

STATE OF ILLINOIS COOK County es: I. IS Considered a Notary Public in and for said county and state do hereby certify that Margaret Knowlton and Joseph J. Loda , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that (t) he(y) signed and delivered the said instrument as their from and voluntary act, for the uses and purposes therein set forth. and purposes therein set forth. Given under my hand and official seal, this  $2^{|\Phi|}$  day of f(pe),1995. My Commision Expires: 8281.Ca Notary Public H. G. ZAVIRDON

H. G. ZAVIRDON

H. J. ZAVIRDON Cook County Clark's Office

THE MORTH 108.0 PRET OF THE SOUTH 132 PERT OF THE WEST 182.57
FERT OF LOT 31 IN ALLISON'S ADDITION TO ARLYMPTON REIGHTS, BRING
A SUDDIVISION OF THE SOUTH WEST 1/4 OF SECTION 20. TOWNSHIP 42
NORTH, NAME 11. EAST OF THE TEIND PRINCIPAL MERIDIAN, (EXCEPT THE
WEST 1/2 OF THE SOUTH WEST 1/4 THERROF, AND THE SOUTH 4 ACRES OF THE
EAST 1/2 OF THE SOUTH WEST 1/4 THERROF) ACCORDING TO PLAT THERMOF
RECORDED OCTOBER 19, 1906, TH BOOK 92 OF PLATE, PAGE 42, AS DOCUMENT
NUMBER 3941/69. IN COOK COUNTY, ILLINGIS.

PERMANENT TAX KUMBER: 03-20-305-084