96672025

DEPT-01 RECORDING #41.50 T#0009 TRAN 4340 09/03/96 14:30:00 #4433 # SK #-96-672025 COOK COUNTY RECORDER

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### **MORTGAGE**

960617306

THIS MORTGAGE "Security Instrument") is given on AUGUST 30TH, 1996 MICHAEL A LOCKE, AND MARIAN LOCKE, HUSBAND AND WILE

. The mortgagor is

("Borrower"). This Sacurity Instrument is given to MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the lays of UNITED STATES OF AMERICA address is 1001 S. WASHINGTON ST, MAPERVILLE IL 60540

, and whose

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

TWO HUNDRED FIFT! THOUSAND AND NO/100

Dollars (U.S. \$

250,000.00

This debt is evidenced by Borrower's note dated the same rate as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2003. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE NORTH 45 FERT OF LCT 12 IN BLOCK 11 IN THE VILLAGE OF RIDGELAND, BEING A SUBDIVISION OF THE EAST HALF OF THE EAST HALF OF SECTION 7, AND THE NORTH WEST QUARTER AND THE WEST HILF OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 12, COOK COUNTY, ILLINOIS.

P.I.N.#: 15 07 210 007 0000

which has the address of 3/)8

3/)8 N SCOVILLE

[Street]

OAK PARK

[City]

Illinois

60302

[Zip Code] ("Property Address");

ILLINOIS-Single Family-Fannia Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90 1041 1/95 page 1 of 7

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

record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject mortgage, grant, and convey the Property and that the Property is unencumbered, except for encumbrances of BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

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

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

Items or otherwise in accordance with applicable law.

to any encumbrances of record.

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

Lender may, at any time, collect and hold Funds in amount not to exceed the lesser amount. Lender may estimate U.S.C. Section 2601 et seq. ("HESPA"), unless another law that applies to the Funds sets a lesser amount. If so, St. terition account under the federal Real Estale Settlement Procedures Act of 1974 as amended from time to time, 12 amount not to exceed the maximum amount a lender for federally related mortgage loan may require for Borrower's insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premimums, if any; and (f) any sums yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (a) yearly taxes and est essiments which may attain priority over this Security instrument as a lien on the Property; (b) pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: 2. Funds to: Targe and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow

Funds are pleaged as additional security for all sums secured by this Security Instruments Funds, showing credits and debits to the Funds and the purpose for which each defat to the Funds was made. The that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds. Borrower and Lander may agree in writing, however, provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an the escrow account, or verifying the Escrow items, unless Lender Part Borrower interest on the Funds and applicable to pay the Escrow items. Lender may not charge Borrower for finding and applying the Funds, annually enalyzing (including Lender, if Lender is such an institution) or in any ederal Home Loan Bank. Lender shall apply the Funds The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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

any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

against the sums secured by this Security Instrument. acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit

payable under paragraph 2; third, to interest due; forth, to principal due; and last, to any late charges due under the paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

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Note.

ns. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to by attain pricinity over this Security Instrument, and leasehold payments or ground rents, if any use obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of der this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish lending the payments.

mp:ly discharge any lien which has priority over this Security Instrument unless Borrower; (a) a payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests a defends against enforcement of the lien in, legal proceedings which in the Lender's opinion on ordeneral of the lien; or (c) secures from the holder of the lien an agreement satisfactory to the lien to this Security Instrument. If Lender determines that any part of the Property is subject ain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien, the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

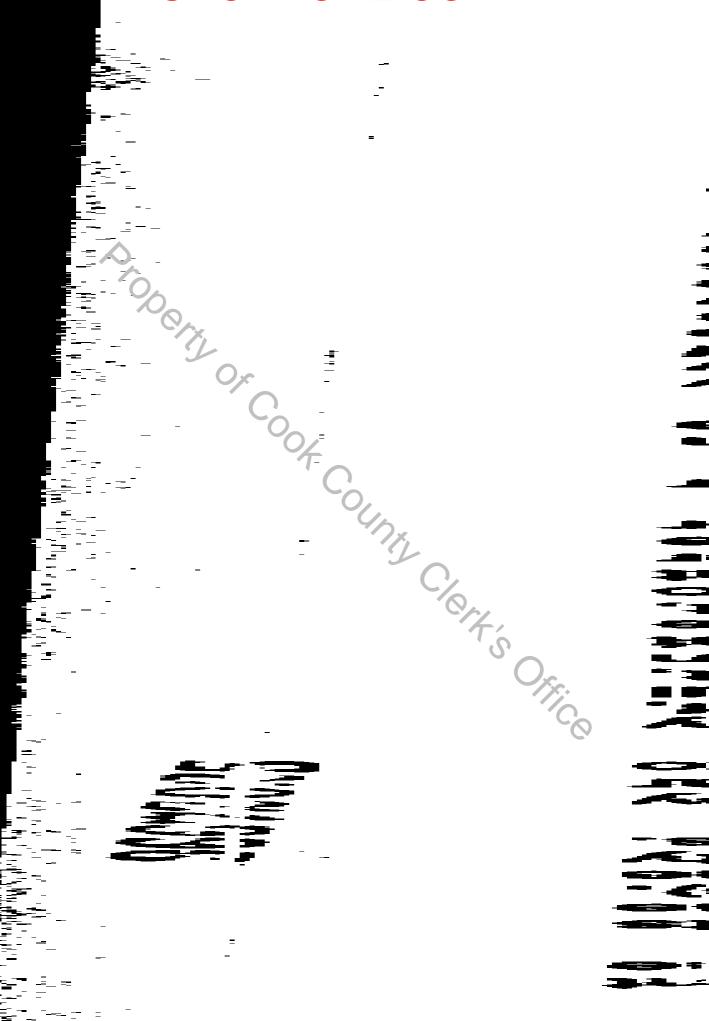
pe ty Insurance. Benower shall keep the improvements now existing or hereafter erected on against lost by fire, hezerds included within the term "extended coverage" and any other ds or flooding, for which the Lender requires insurance. This insurance shall be maintained in a periods that Lender requires. The insurance carrier providing the insurance shall be chosen a Lender's approval which shall not by unreasonably withheld. If Borrower fails to maintain over, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property agraph 7.

es and renewals shall be acceptable to Lender and shall include a standard mortgage clause. right to hold the policies and renewals. It Lender requires, Borrower shall promptly give to paic premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to ender. Lender may make proof of loss if not made promptly by Borrower.

E orrower otherwise agree in writing, insurance proceeds shall be applied to restoration or damaged, if the restoration or repair is economically feasible and Lender's security is not pration or repair is not economically feasible or Lander's security would be lessened, the all be applied to the sums secured by this Security Instrument, whether or not then due, with prover. If Elorrower abandons the Property, or does not suswer within 30 days a notice from another repair or restore the Property or to pay sums secured by this Security Instrument, so. The 30-day period will begin when the notice is given.

Borrower otherwise agree in writing, any application of proceeds coprincipal shall not extend ate of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the ragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and not amages to the Property prior to the acquisition shall pass to Lender to the extent of the security Instrument immediately prior to the acquisition.

reservation, Maintenance and Protection of the Property; Borrower's Loss Application; is all occupy, establish, and use the Property as Borrower's principal residence within sixty in all this Security Instrument and shall continue to occupy the Property as Borrower's principal ne year after the date of occupancy, unless Lender otherwise agrees in writing, which consent by withhekl, or unless extenuating circumstances exist which are beyond Borrower's control, too damage or impair the Property, allow the Property to deteriorate, or commit waste on the allower in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in gernent could result in forfeiture of the Property or otherwise materially impair the lien created need or Lender's security interest. Borrower may cure such a default and reinstate, as provided autiong the action or proceeding to be dismissed with a ruling that, in Lender's good faith is infeiture of the Borrower's interest in the Property or other material impairment of the lien of instrument or Lender's security interest. Borrower shall also be in default if Borrower, during occuss, gave materially false or inaccurate information or statements to Lender (or failed to by inaterial information) in connection with the loan evidenced by the Note, including, but not



4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may a tain 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 his paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promp y 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 enforcement. 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 enforcement of the actions set forth above within 10 days of the giving of notice.

5. Hazard c. Property insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which the Lender requires insurance. This insurance shall be maintained in the amounts and for the collidar approval which shall not by unreasonably withheld. If Borrower falls 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 pair 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 E orrower 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-clay 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 a card 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 lamages 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; Borrowri's Lean Application; Leaseholds. Borrower! hall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destrey, 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 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 18, by cat sing 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 lien 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 falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to,

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

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Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrower's accupancy of the Property as a principal residence. If this Security Instrument

Aithough Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make replairs. Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as proceeding in bankruptcy, probate, for condemnation or torifeiture or to enforce laws or regulations), contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the 7. Protection of Lender's Rights in the Property. If Borrower falls to perform the covenants and agreements

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

Borrower requesting payment.

sppkcable law. requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or shall pay the premiums required to maintain inchange insurance in effect, or to provide a loss reserve, until the Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower longer be required, at the option of Lendon, it mortgage insurance coverage (in the amount and for the period that use and retain these payments as a loserve in lieu of mortgage insurance. Loss reserve payments may no premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, available, Borrower shall pay to terder each month a sum equal to one-twelfth of the yearly mortgage insurance alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, for any reason, the medical insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, 8. Mortgago insurance. If Lender required mortgage insurance as a condition of making the loan secured by

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

with any condemnation or other taking of any part of the Property, of to conveyance in lieu of condemnation, are 10. Condemnation. The proceeds of any award or claim for damagus, direct or consequential, in connection

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this Security Instrument whether or not the sums are then due. agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise el grillat entier of the Property in which the tair market value of the Property immediately before the taking la (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the nultiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds the sums secured by this Security Instrument immediately before the taking, unless Sorrower and Lender otherwise in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

the Property or to the sums secured by this Security Instrument, whether or not then duo. natice is given, !-ender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

Unless Lendor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

11. Borrower Not Released; Forbearance By Lender Not A Walver. Extension of the time for payment or .etnemyriq

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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Securi y 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 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 Changes. 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 limit. The 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 Borrover provided for in this Security Instrument shall be given by delivering it or by mailing it by "irst class mult unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Brirover designates by notice to Lender. Any notice to Lender shall be given by first class mail to Len ler'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 Froperty is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 18. 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 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 exactised 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 sorrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement 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 to including but not limited to resconable attempts and (d) take incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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should be made. The notice will also contain any other information required by applicable law. applicable law. The notice will state the name and address of the new Loan Servicer and address to which payments 🔐 the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and 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 it, entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the 19. Sale of Note; Change of Loan Servicer. The Note or partial interest in the Note (together with this Security 4.3

if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged.

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

Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Environments: Law of which the Borrower has actual knowledge. If Borrower learns, or is notilied by any any governmental considering agency or private party involving the Property and any Hazardous Substance or Borrower shall oromptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

and radioactive materials. As used in paragraph 20, "Environmental Law" means federal laws and laws of the petroleum products, toxic pesticides and terbicides, volatile solvents, materials containing asbestos or formaldehyde, substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic As used in this paragraph 20, Prezardous Substances" are those substances defined as toxic or hazardous

jurisdiction where the Property is located that reitle to health, safety or environmental protection.

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

evidence. provided in this paragraph 21, including, but not limited to, reasonable attornays' feer and costs of title judicial proceeding. Lender shall be entitled to collect all expenses incurred in purpuing the remedies secured by this Security instrument without further demand and may foreclose this Security instrument by before the date specified in the notice, Lender at its option may require immedials payment in full of all sums a default or any other defense of Borrower to acceleration and foreclosure. At the default is not cured on or to sometaixe-non entignibecome, enuscicent in the team of the inchession after acceleration and the inchession of their toreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the specified in the notice may result in acceleration of the suma secured by this Security instrument, Sorrower, by which the default must be cured; and (d) that falling to cure the default on or before the date the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to under paragraph 17 uniess applicable law provides otherwise. The notice shall specify: (a) the default; (b) Borrower's breach of any covenant or agreement in this Schitty instrument (but not prior to acceleration 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following

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

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

Security instrument. smend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall 24. Alders to this Security Instrument. If one or more riders are executed by Borrower and recorded together

	[Check applicable box(et)]  [] Adjustable Ra o Rider	Condominium		1-4 Family Rider	
	Graduated Pay nent Rider Balloon Rider VA Rider	Planned Unit E Rate Improven Other(s) [speci		Biweekly Paymen Second Home Ric	
	-2				
	BY SIGNING BFLOW, E orrower acc Instrument and in any rider(s) execute Witnesses:			nts contained in this Sec	urity
	- Micha la to E	(Seal)			(Seal) -Borrower
./	MICHAEL A LOCKE	-Borrower			-Borrawer
<u> </u>	Lavin Vila	(Seal)			(Seal)
	MARIAN LOCKE	-Borrower			-Borrower
		04			
		(Seal)			(Seal)
		-Borrower	<b>7.</b>		-Borrower
	,	$\bigcap$	40.		
	STATE OF ILLINDIS		Count	hr ee.	
	STATE OF ILLINOIS,	a Nota	ry Public in and for s	aid county and state do	hereby certify
	that MICHAEL A LOCK AND MAR	IÀN LOCKE, HUSBA	ND AND WIFE		
		nersons	ally known to me to h	e the @me person(s) w	hose name(s)
	subscribed to the foregoing instrumen				
	signed and delivered the jaid instrume		free and volui	ntary act, for the uses a	and purposes
	therein set forth.  Given under my han and official	seal vis 2	day of	culy 2	1996
	•		-1//		
	My Commission Expires	Rej	S May	1	Notary Public
	THIS INSTRUMENT WAS PREPAREI	D BY:	WHEN RECORDS		
	KENNETH KORANDA			DERAL SAVINGS BANK	, ξ
	1001 S. WASHINGTON S.T. NAPERVILLE JL 50540		1112 S. WASHING NAPERVILLE, IL	TON ST., SUITE 212 60540-7959	PRA 0AK PA
	THE THE PERSON OF THE PERSON O				- A

"OFFIC AL SEAL" NANC' KOLOVITZ NOTARY PUBL STATE OF ILLINOIS MY COMMISS IN EXPIRES 8/17/97

OAK PARK, IL 60303 359 CHICY 60 PRAINE THREE

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Property of Cook County Clerk's Office

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### 1-4 FAMILY RIDER

**Assignment of Rents** 

THIS 1-4 FAMILY RIDES is made this 30TH day of AUGUST , 1996 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Inst ument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender")

of the same date and corering the Property described in the Security Instrument and located at:

308 N SCO/ILLE , OAK PARK, 1L 60302

(Property Address)

- 1-4 FANILY COVELIANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property diversed by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or here after located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Sacraity Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument at the "Property."
- B. USE OF PROPE ITY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordir ances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S CCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 con :eming Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE: 1-4 FAMILY RIDER

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Q. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (ii) all Rents received by Borrower shall be held by Borrower as trustee for the invalid of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applied law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of teking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, requirer's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rants and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrow However, Londer, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in Mil.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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# BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIGIER is made .h's 30TH day of AUGUST , 19 96 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to MIDAMERIVA FEDERAL SAVINGS BANK (the "Lender") of the same date and coloring the property described in the Security Instrument and located at:

308 N SCOVILLE, OAK PARK, IL 60302

[Property Address]

The interest rate stated on the Note is called the "Note Race." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COYENANTS. In addition to the covenants and egreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

#### 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of SEPTEMBER 1ST., 2026, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

#### 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than five percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

#### 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required not yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus ONE HALF PERCENT, rounded to the nearest one-eighth of one percentage point (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

#### 4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note at the New Note in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

### 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid inverest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Dete. The Note Holder will calculate the fixed New Note Rate based upon the Federal Netional Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Dete the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount and a unit, time and place at which I must appear to sign any documents required to complete the required refinancing. I orderstand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title incorance policy, if any.

BY SIGNING BELOW,	Borrower accepts	and agrees.	to the terms and	covenants contained i	n this Balloon
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