90072192

DEPT-01 RECORDING

\$41.50

- T\$0010 TRAN 5997 09/83/96 14:38:00
- \$7629 \$ CJ *-96-672192
- COOK COUNTY RECORDER

V/HEN RÈCORD'I

MSN SV-79 / DOCUMENT CONTRO! DEPT P O BOX 10:66 VAN NUYS, CALIFORNIA 91410-5266

.OAN # 4535092

ESCROW/CLOSING #. 4204139

SPACE ABOVE FOR RECORDERS USE

Prepared by, T. SHAW

MORTGAGE

THIS MORTGAGE ("Scarity Instrument") is given on August 21, 1996 NICKOLAS AHRENS, AND GLOFIA AHRENS, HUSBAND AND WIFE AS JOINT TENANTS H

. The mortgagor is

("Borrower"). This Security strumen is given to

AMERICA'S WHOLESALI LENDE!

which is organized and exist agunder he laws of NEW YORK

address is

155 NORTH LAKE AVEILE, PAJADENA, CA 91109

THREE HUNDRED THIR'

("Lender"). Borrower owes 1 Index the principal sum of

Dollars (U.S. \$

SIX THOUSAND and 00/100

Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

). This debt is evidenced by Borrower's note dated the same date as this Security 336,0(.00

September 1, 2026

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, a d all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paggraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements at Jer this Security Instrument and the Note. For this purpose, Borrower does hereby malagage, grant

Charles Charles

and convey to Lender the to owing described property located in COOK

County, Illinois:

4.204389 ME 1/2 1/2

ILLINOIS - Single Family - Linnie Mas/Freddle Mac UNIFORM INSTRUMENT

-6H(IL) (9502)

CI 2 (02/95)

VMP MORTGAGE FORMS - (800)521-7291





LOAN #: 4535092

THE NORTH 50 FEET OF THE WEST 1/2 OF BLOCK 34 IN HILLIARD AND DOBBIN'S SIBDIVISION OF THAT PIRT OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPA, MERICIAN, LYING WEST OF THE PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROA) (EXCEPT THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE WEST 1/2 OF THE SOUTH/EST 1.4 OF SAID SECTION), IN COOK COUNTY, ILLINOIS. PIN # 25-06-315-019

which has the address of 9301 S. HA 1(LTON AVENUE, CHICAGO

[Street, City]

Illinois 60620 -

("Property Address");

TOGETHER WITH all the improvements now or hereafter crected 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 Forrower is la vfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is upencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Projectly against all cairus and demands, subject to any encumbrances of record.

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

UNIFORM COVENANT .. 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 evicenced by the Noie and any prepayment and late charges due under the Note.

2. Funds for Taxes and insurance. Subject to applicable law or an a written waiver by Lender, Borrower shall pay to Londer 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 a dain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Proper y, if any: (c) yearly hazard or property insurance prendum; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Corlower 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 Borrover's escrow account under the federal Real Estate Scalement Procedures Act of 1974 as amended from time to time. (2 U.S.C. Section 260) 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 expenditure (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 Lender is such as institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow hems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow hems, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrover to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law a requires interest to be paid. Lender's fall 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 L 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 pledge I as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender except 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 Item, when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount nee ssary 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 fell of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If, under a ragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

C FC (02/95)

Page 2 of 7

LOAN #: 4535092

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

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

4. Charges; Liens. Born wer 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 reason owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Horrower makes these paymen's directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Bortower shall promptly cischarge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in verting to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien ty, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the iten; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Let let determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender in y live Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, heards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance, onis insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not he 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 enewals 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 promiums and renewal notices. In the event of loss, Borrowe shall give prompt notice to the insurance carrier and Lender. Lender

n ay make proof of loss if not n ade promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, incurance 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 socured 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 invarance carrier has offered to settle a claim, then Lander may collect the insurance proceeds. Lender may use the proceeds to regain or restore the Property or to pay sums secured by this Security Instrument, who ther or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrow r 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 acquisitio i shall pass to Londer to the extent of the sums secured by the Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Barrower's Lan 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 a Last one year after the date of occupancy, unless Ler der 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 trap in the Property, allow the Property to deterior te, or commit waste on the Property. Borrower shall be in default if any forfen re action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment 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 continuous con default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander'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 raterially also 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 provisons of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall 💜 not merge unless Lender agrees a the merger in writing.

7. Protection of Lender's R ghts in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or the sis a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probets, for condemnation 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

CFC (61/95) (8502) -6H(IL)

Initiality Form 3014 9/90

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UNOFFICIAL COPY

LOAN #: 4535092

paying any sums secured by a 'ien 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 Linder 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.

- Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent to origage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to onstwelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender with ecopt, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in 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 primiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or in agent may make reasonable entries upon and inspections of the Property. Lender shall give Be rower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any swarf 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 process shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be red, ced 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 is less than the amount of the sums secured immediately before the taking, unless B prower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the stims secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and appear 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 Borrows otherwise agree in writing, any application of proceeds to principal shall retextend or postpone the due date of the monthly paye ents referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Release: Forbearance By Lender Not a Waiver. Exasion of the time for payment or modification to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Sorrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Assign Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bine 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.

Form 3014 9/80

LOAN #: 4535092

- 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, it en: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such salready 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 reduce; principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower cesignates 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 desired 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 Fro erty 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.
 - 16. Borrower's Copy. Borrower soull be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Bengacial 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 consert, 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 Londor exercises this cotion, Lender shall give Borrow rantice 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 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 adjment enforcing this Security Instrument. Those continuous are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenar s or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atti rneys' 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 sams secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate s'all rot apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will 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 app scable 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 affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

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LOAN #: 4535092

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 paragrap i 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, vol·tile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environm mal Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration: Remed es. 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 (he wise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 day. 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, forecastare by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reir state after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other delense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at his 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 parsuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title reidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Burrower, Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead Borrower waives all right of homestead examption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coven ints 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 if this Security Instrument.

[Check applicable box(es)]		
X Adjustable Rate Ride (s) Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	1.4 Family Rider Siweekly Payment Ride
Balloon Rider	Rate Improvement Rider	Second Home Rider
VA Rider	L Other(s) [specify]	0,5

LOAN #: 4535092

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borro ver and recorded with it.

Ala	MICKOLAS AHRENS (Scal)
	Alleria Threes (Scal)
	GLORIA AHRENS -Borrower
	-Borrower
Ox	Borrower
STATE OF ILLINOIS,	OO/C County ss:
1. THE UNDERSIGNED WICHOLAS AMERICAS AMERICAS AMERICAS AMERICAS AND GUAR	, a Note; Public in and for said county and state do hereby certify that 2/A AH/2CDE, HIS WIFC personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before most signed and delivered the saic instrument as THEIR, from Given under my hand aid official seal, this	e this day in person, and acknowledged that HEY ce and voluntary act, for the uses and purposes therein set forth. 3 T day of FOLCST 1996.
My Commission Expires:	Notary Public
"O) 'FICIAL SEAL" KA' 'HLEEN FARRAR Notar / Public, State of litinole	TŚO

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV 79 / DOCUMENT CONTPOL DEPT P O BOX 10266 VAN NUYS, CALIFORNIA 91410 0266

LOAN #: 4535092

ESCROW/CLOSING # 4204339

Prepared by T SHAW

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st 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 instrument") of the same date given by the undersigned (the "Borrower") to score Borrower's Adjustable Rate Note (the "Note") to

AMERICA'S WHOLESALE LENDER

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 9301 S. HAMILTON AVENUE CHICAGO, IL 60620-

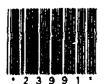
[Property Address]

MULTISTATE ADJUSTABLE HATE RIDER - LIBOR INDEX - Single Family

-7815B (9501).01 CFC (09/95)

VMP Mortgaga Forms - (800)521-7291

CONV 80 - ARM Rider





LOAN #: 4535092

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of March , 1997, and on that day every sixth month thereafter. Each date on which my interest rete could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominate? Peposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding %) to the Current Index. The Note Holder percentage point(s) (6.375 SIX & THREE-EIGHTHS will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%) subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Charge Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient a repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment,

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date than 10.750 by more than ONE & ONE-HALF percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 17,750 % or less than 10.750

-7815B (9501) 01 CFC (09/95)

Page 2 of 4

BC ARM Rider

LOAN #: 4535092

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

Transfer of the Property or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficiar 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 the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Insurament. 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.

-7815B (9501) 01 CFC (09/95)

CONV BC - ARM Rider Page 3 of 4

Initials: MAN

LOAN #: 4535092

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

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Property of Cook County Clark's Office

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