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RECORD AND RETURN TO:
CHICAGO FINANCIAL SERVICES, INC.

520 WEST ERIE-SUITE 240
CHICAGO, ILLINOIS 60610

Prepared by:
CHICAGO FINANCIAL SERVICES, INC.
CHICAGO, IL 60610

• DEPT-01 RECORDING \$35.00
• T40012 TRAN 2970 11/05/96 12:36:00
• #2743 + DT X-56-845703
• COOK COUNTY RECORDER

7810011965

MORTGAGE

35^c

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 30, 1996
7636566
BERNARD RUBIN
AND FRANCOISE MELTZER, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
CHICAGO FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 520 WEST ERIE-SUITE 240
CHICAGO, ILLINOIS 60610
Lender"). Borrower owes Lender the principal sum of
SIX HUNDRED SIXTY SEVEN THOUSAND AND 00/100

Dollars (U.S. \$ 667,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2026. 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:
LOT 8 IN OSTROM'S SUBDIVISION OF LOTS 23 TO 26 INCLUSIVE IN BLOCK 4 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 333-CT

17-03-103-020-0000

REC'D 4/96
REC'D 4/96

which has the address of 50 EAST SCHILLER , CHICAGO
Illinois 60610

Street, City ,

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90
Initials: *[Signature]* Amended 5/91

Zip Code ("Property Address");

VMP GRILL 1996

DPS 1089

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Form 3014 9/90 Initials: *[Signature]*

Form 3014 9/90 Initials: *[Signature]*
DPS 1090

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Borrower shall pay monthly principal and interest on the Note and any prepayments and late charges due under the Note.

TOGETHER WITH all the improvements now or hereafter erected 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, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender agree to the following:

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 prepayments and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law and if required by law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the date 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; (e) yearly coverage 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 "Fees or Items". Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds relates money loan due / certain account under the federal Real Estate Settlement Procedures Act of 1974 or any type, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally charable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds 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 pay Borrower any interest or earnings on the Funds held by Lender and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and independent real estate tax reporting service a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Borrower for holding and applying the Funds, usually verifying the escrow account, or Escrow Items, Lender may not charge Borrower for holding and applying the Funds, usually verifying the escrow account, or Escrow Items, Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall account to Borrower the Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow Items or other, is in accordance with applicable law.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the persons in owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the persons in owed payment, or to the Lender if the persons in owed payment fails to make payment to Lender.
5. Security Instrument. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to prevent the Lender from foreclosing on the property, or (c) secures from the holder of the lien an agreement satisfactory to Lender that any part of the Property is subject to a lien which may attain priority over 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 shall provide such information to prevent the Lender from foreclosing on the property.

Borrower shall pay monthly principal and interest on the Note and any prepayments and late charges due under the Note.

TOGETHER WITH all the improvements now or hereafter erected 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.

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 Lender requires insurance. This 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 be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise 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 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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the 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 failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title 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 forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any first class mail unless applicable law requires use of another method. The notice shall be directed to the Propertry Address of the mortgagor or to Borrower's place of business if not available.

12. Security Instruments. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally implemented so that the interest or other loan charges collected or to be collected in connection with the preparation to Borrower, Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to make this reduction 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 charge under the Note.

13. Loan Charges. If the loan secured by this Security Instrument is subject to the Note without that Borrower's consent, make any accommodations which regard to the terms of this Security Instrument or the Note without that Borrower's consent. Secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfeit or amend the terms of this Security Instrument; (b) is not personally obligated to pay the sums borrowed by this Security Instrument under the Note; (a) is co-signing this Security Instrument; (b) is not personally obligated to pay the sums borrowed by this Security Instrument but does not execute the Note; (a) is joint and several. Any Borrower who co-signs this Security Instrument shall be liable for the sum of all amounts due and payable under the Note and any other obligations of Borrower to Lender.

14. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

exercise of any right of remedy. Any holder in possession of any right of remedy shall not be a waiver of or preclude the successors in interest. Any holder in possession by Lender in exercising any right of remedy shall not be a waiver of or preclude the holders of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's nominees proceeding against any successor in interest or refuse to extend time for payment or otherwise amortization of the principal or interest of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest if Lender to any successor in interest of Borrower shall not pay amount of the sums secured by this Security Instrument granted to Lender to any successor in interest of Borrower shall not extend or

15. Borrower Not Released; Forfeiture Not a Waiver. Extension of the time for payment or modification of the date due of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or terminate by this Security Instrument, whether or not then due.

If the Property is sold or damaged, Borrower fails to respond to Lender within 30 days after the date the condominium offers to make an award of settle a claim for damages, or if after notice by Lender to Borrower to take the condominium, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower to take the condominium, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument before the taking, unless Borrower or Lender otherwise agree in writing or unless applicable law provides otherwise, the market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair market value of the Property immediately before the taking of the Property in which the fair market value of the sums secured immediately before the taking, divided by (b) the fair market value of the following fraction: (a) the total amount of the sums secured by the proceeds multiplied by the following fraction: (a) the total amount of the Property in which the fair market value of the sums secured by the proceeds paid to Borrower and Lender otherwise agree in writing, the sums secured by Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by Security Instrument immediately before the taking is equal to or greater than the amount of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument before the taking, 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 less than the amount of the sums secured by this Security Instrument before the taking, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Lender, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due.

16. Condemnation. The proceeds of any part of the Property, or for condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

17. Mortgagor. Lender or any agent may make reasonable entries upon and inspect any property assinged and

18. Insurance. Lender or its agent may make reasonable entries upon and inspect any property assinged and

19. Inspection. Lender or its agent may make reasonable entries upon and inspect any property assinged and

20. Mortgagor. Notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

21. Mortgagor. Lender or its agent may make reasonable entries upon and inspect any property assinged and

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23. Mortgagor. Lender or its agent may make reasonable entries upon and inspect any property assinged and

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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 law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If 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 judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will 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.

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 of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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Notary Public

Given under my hand and official seal, this 30th day of October 1990
Signed and delivered the said instrument, appeared before me this day in person, and acknowledged that THEY
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
, personally known to me to be the same person(s) whose name(s)

BERNARD RUBIN AND FRANCISSE MELTZER, HUSBAND AND WIFE

that
, a Notary Public in and for said county and state do hereby certify
County ss.

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

BERNARD RUBIN

- Check applicable boxes:
 1-4 Family Rider
 Comdominium Rider
 Grandparent Rider
 Weekday Payment Rider
 Weekend Rider
 Rate Improvement Rider
 Second Home Rider
 Other(s) [Specify]

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument and supplemental to it.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, but not limited to, reasonable attorney fees and costs of title evidence.

27. Inclusion, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial sale before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existent or a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured within the time specified in the notice, Lender shall further foreclose by sheriff's process by judicial sale of the property. The notice shall further inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the rights contained in this Security Instrument, foreclosure by sheriff's process and sale of the property. The notice shall further secure to cure the default or before the date specified in the notice may result in acceleration of the sums (d) that fail to cure the default or before the date specified in the notice may result in acceleration of the sums (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 (b) the action required to cure the default.

7810011965

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

7810011965

THIS ADJUSTABLE RATE RIDER is made this 30TH day of OCTOBER 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 secure Borrower's Adjustable Rate Note (the "Note") to CHICAGO FINANCIAL SERVICES, INC.

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

50 EAST SCHILLER, CHICAGO, ILLINOIS 60610
Property Address

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, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.1250 %. 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 I will pay may change on the first day of DECEMBER 1, 1997, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage point(s) (2.7500 %) to the Current Index. The Note Holder 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 Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 2

VMP-8228 101081.02

VMP MORTGAGE FORMS - 10001621-7291

Form 3111 3/85

Initials:

DPS 406

[Signature]

96845703

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Form 3111 3/86

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K-10-15-02

W-8228 19108102

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
FRANCOISE MELTZER
(Seal)

-Borrower
BERNARD RUBIN
(Seal)

Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of unless Lender releases Borrower in writing.

If Lender within which Borrower must pay all sums secured by this Security instrument, it Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security instrument acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or unless Lender releases Borrower in writing.

To the extent permitted by law, Lender may charge a reasonable fee as a condition to Lender's acceptance to the loan assumption. Lender may also require the transferee to sign an assumption agreement in this Security instrument. Lender may also require the transferee to keep all the promises and agreements made in the Note and in this Security instrument.

Lender will not be impaired by the loan assumption and that the risk of a breach of any covenant in this Security will not be transferred as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's transfer of all sums secured by this Security instrument required by Lender to evaluate the Lender's option to (a) Borrower causes to be submitted to Lender information received by Lender to evaluate this exercise is prohibited by this Security instrument. However, this option shall not be exercised by Lender if Lender has not been consented to by the 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 Lender is sold or transferred and Borrower is not a holder of the Note.

Transfer of the Right(s) or the Security instrument is amendable to read as follows:

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

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 use the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes

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

The interest rate I am required to pay at the first Change Date will not be greater than 9.1250 %. The preceding twelve months. My interest rate will never be greater than 13.1250 %.

any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for less than 5.1250 %. The greater, my interest rate will never be increased or decreased on

(D) Limits on Interest Rate Changes

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