WHEN RECORDED MAIL TO:	FICIAL COPY	
Prepared by:	O attach	
OPTION ONE MORTGAGE CORPORATION P.O. BOX 25060 SANTA ANA, CA 92799	96866301	
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	. DEFY-01	RECORDING \$43.50
Loan Number: 041010 330. Servicing Number: 343343	. 11573 4	TRAN 6532 11/13/96 11:44:00 CJ *-96-866301 COUNTY RECORDER
[Space A	bare This Line for Aecording Detail	
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	MORTGAGE	لمين السقم
THIS MORTGAGE ("Secural Instrument")	is given on September 03, 1996	. The mortgagor is
SAMUEL SANDERS, AN JAMARRIED N	CAN.	•
Ojr		
This Security Instrument is given to OPTION—33) My mortgage corporation, a callifor	"Borrower"). NIA CORPORATION
which is organized and existing under the laws of	CALIFORNIA	, and whose
address is 2020 E. FIRST STREET, SUITE Borrower owes Lender the principal sum of	103, SANTA ANA, CA 92705	("Lønder").
THIRTY EIGHT THOUSAND FOUR HUNDRED	AND FO/190TH# Dollars (U.S.	#:0 400 NO \
This debt is evidenced by Borrower's note dated the	same date as this Security Instrument ("Note"),	\$38,400.00). which provides for monthly
payments, with the full debt, if not paid earlier, due Security Instrument secures to Lender: (a) the repa		. Tills
extensions and modifications of the Note; (b) the pay	ment of all other sums, with interest, advanced t	under paragraph 7 to protect
the security of this Security Instrument; and (c) the Instrument and the Note. For this purpose, Borrower	•	
property located in	Chok	County, Illinois:
SEE LEGAL DESCRIPTION ATTACHED HERETO		
LAWYERS TITLE I	NSURANCE CORPORATION	
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Permanent Reaf F	istate Index Number:	16-05-414-038	k galaksandiga edina. E riyordandik inteksanovan ary inogra di je-my	_	
which has the add	iress of	5638 W AUGUSTA I	BOULEVARD,	CHICAGO	[Street, City],
Hinois	60651	("Property	Address*);		
	[Zip Code]	•			
init 55.	Init.	leit.	Init.	lolt.	init
Page 1 of 7	•				H.D10011 (95-31-95)

Loan Number: 041010130 Servicing Number: 932343-7 Date: 09/03/96

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 seised 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.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day anothly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard for property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly moregase insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2803 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an insolution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) of in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a continue charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Punds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lorder 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leader receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more

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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 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 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, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or tack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary woods or restoration of the Property to a condition satisfactory to Lender. 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, Lender may collect the insurance proceeds. Lorder may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to rerail or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will brigh when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shaft 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, Demower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Length to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other brazed insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payer thereunder, and (ii) be subject to the provisions of this paragraph 5.

6. Preservation, Maintenance and Protection of the Property Borrower's Loan Application; Loaseholds. 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 forfeither, of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's according 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 loads videnced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal disidence. 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

Borrower shall, at Borrower's own expense, appear in and defend any action or proceeding purporting to affect the Property or any portion thereof or Borrower's title thereto, the validity or priority of the lien created by this Security Institution, or the rights or powers of Lender with respect to this Security Instrument or the Property. All causes of action of Borrower, whether accrued before or after the date of this Security Instrument, for damage or injury to the Property or any part thereof, or in connection with any transaction financed in whole or in part by the proceeds of the Note or any other note secured by this Security Instrument, by Lender, or in connection with or affecting the Froperty or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender, and the proceeds thereof shall be paid directly to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Security Instrument or to any deficiency under this Security Instrument or may release any monies so received by it or any part thereof, as Lender may elect. Lender may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or actilement thereof. Borrower agrees to execute such further assignments and any other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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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 in effect from time to time 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 mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium helog paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, it mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provine 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 its agent may make teasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

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

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 clarge the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender 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's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a walver of or precious the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-algners. 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 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 Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, (a) and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan (b) exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the (c) permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

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Loan Number: 041010130

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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 Borrower provided for in this Security Instrument shall be given by delivering it or by malling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or 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 gopy 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 (A 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 excreises this orders, 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 Socurity 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 in ties or demand on Borrower.

18. Borrower's Right to Reinstate. If dorrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note is if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in vaforcing this Security Instrument, including, but not limited to, reasonable aitorneys' 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 Horrower, this Security Instruction and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstale shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Louis 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 the under the Note and this Sectifity 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. The holder of the Note and this Security Instrument shall be fromed to be the Lender hereunder.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, morego or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone cise to do, anything officing 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 Hazardons Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall be solely responsible for, shall indemnify, defend and hold harmless Lender, its directors, officers, ?? employees, attorneys, agents, and their respective successors and assigns, from and against any and all claims, demands, enuses 0 1)

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(required plan), expenses and liability directly or indirectly arising out of or attributable to (a) the use, generation, storage, release. threatened release, discharge, disposal, abatement or presence of Hazardous Substances on, under or about the Property, (b) the i transport to or from the Property of any Hazardous Substances, (c) the violation of any Hazardous Substances law, and (d) any Hazardous Substances claims.

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 mand herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 3.20, "Environmental Law" means federal laws and laws of the invisdiction where the Property is located that relate to health, safety or environmental protection.

ADDITIONAL COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. If any installment under the Note or notes accured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other mortgage or other instrument accured by the Property, all sums secured by this Security Instrument and accused interest thereon shall at once become due and payable at the option of Lender without prior notice, except as otherwise required by applicable law, and regardless of any prior torbearance. In such event, Lender, at its option, and subject to applicable law, may then or thereafter invoke the power of saic and/or any other rem dies or take any other actions permitted by applicable law. Lender will collect all expenses incurred in pursuing the remedies described in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borroy er waives all right of homestead exemption in the Property.
- 24. Misrepresentation and Nondiscio are. Borrower has made certain written representations and disclosures in order to induce Lender to make file loan evidenced by the Note or notes which this Security Instrument secures, and in the event that Borrower has made any material misrepresentation of folial to disclose any material fact, Lender, at its option and without prior notice or demand, shall have the right to declare the indian dness secured by this Security Instrument, irrespective of the maturity date specified in the Note or notes secured by this Security instrument, immediately due and payable.
 - 25. Time is of the Essence. Time is of the essence in the performance of each provision of this Security Instrument.
- 26. V/aiver of Statute of Limitations. The pleading of the statute of limitations as a defense to enforcement of this Security Instrument, or any and all obligations referred to herein or secured liereby, is hereby waived to the fullest extent permitted by applicable law.
- 27. Modification. This Security Instrument may be modified or are inded only by an agreement in writing signed by Borrower and Lender.
- 28. Reimbursement. To the extent permitted by applicable law, Berrowe, shall reimburse Lender for any and all costs, fees and expenses which either may incur, expend or sustain in the performance of any act required or permitted hereunder or by law or in equity or otherwise arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower is connection with the Note or Security Instrument. To the extent permitted by applicable law, Borrower shall pay to Lender their fees in connection with Lender providing documents or services arising out of or in connection with this Security Instrument, the Note, any other note secured by this Security Instrument or any other instrument executed by Borrower in connection with the Note or Security Instrument.
- 29. Clerical Error. In the event Lender at any time discovers that the Note, any other note ar ared by this Security Instrument, the Security Instrument, or any other document or instrument executed in connection with the Security Instrument, Note or notes contains an error that was caused by a clerical missake, calculation error, computer malfunction, printing error or similar error. Borrower agrees, upon notice from Lender, to reexecute any documents that are medessary to correct any such error(s). Borrower further agrees that Lender will not be liable to Borrower for any damages incurred by Borrower that are directly or indirectly caused by any such error.
- 30. Loss, Stolen, Destroyed or Mutilated Security Instrument and Other Documents. In the event of the loss, theft or destruction of the Note, any other note secured by this Security Instrument, the Security Instrument or any other documents or instruments executed in connection with the Security Instrument, Note or notes (collectively, the "Loan Documents"), upon Morrower's receipt of an indemnification executed in favor of Borrower by Lender, or, in the event of the mutilation of any of the Lorn Documents, upon Lender's surrender to Borrower of the mutilated Loan Document, Borrower shall execute and deliver toe 5 Lender a Loan Document in form and content identical to, and to serve as a replacement of, the lost, stolen, destroyed, or mutilated ()

 Loan Documents, and may be treated for all purposes as the original copy of such Loan Document.

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31. Assignment of Rents. As additional security hereunder, Horrower hereby assigns to Lender the rents of the Property.

Horrower shall have the right to collect and retain the rents of the Property as they become due and payable provided Lender has not exercised its rights to require immediate payment in full of the sums secured by this Security Instrument and Borrower has not abandoned the Property. 32. 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 each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. {Check applicable bex(e3)} 1-4 Family Rider Adjustable Rate Rider Condominium Rider X Occupancy Rider No Prepayment Penalty Option Rider Planned Unit Development Rider Other(s) (specify) BY SIGNING DELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Corrower and recorded with it. Witnesses: (Senl) Borrower (Seal (Seal) -Dorrower (Scal) (Seal) -Borrower ·Borrower STATE OF ILLINOIS, LOIN County 1. The Willer College of a Notary Public in and for sail county and state do hereby certify that Samuel Sunders, an unmarranted man , personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that 1. K. (... signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. day of Supresentuck Given under my hand and efficial seal, this "OFFICIAL SEAL" My Commission Expires: Robyn Howe Notary Public. State of Illinois My Commission Expires 10/12/96

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ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

,	THIS ADJUS	STABLE RATI	E RIDER is made		Beptember	03.	1.296		
and is	incorporated int	o and shall be a	deemed to amend a	ind supplement	the Mortgage	, Decd	of Trust o	r Security Deed (the	"Security
Hastru	iment") of the sai	me date given	by the undersigned	l (the "Borrow	er") to secure	Borro	wer's Adju	istuble Rate Note (tl	ic "Note")
įlυ	OPTION ONE	MORTGAGE	CORPORATION,	A CALIFOR	VIA CORPOR	AT IO	N		
in the "	Lender") of the	esme date and	covering the nron	arty described	In the Country	v Inete	ument and	Inested at:	

5638 W AUGUSTA BOULEVARD, CHICAGO, IL 60651

[Property Address]

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

ADDITIONAL COVERANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

The Note provides for an initial interest rate of 10, 1504. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTILLY PAYMENT CHANGES 4.

(A) Change Dates

April The interest rate I will pay may change on the first day of and in that day every sixth 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 average of Interbank offered rates for six-month U.S. dollar-denominated deposits in the Lowlon market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of any month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new incex 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 an image

percentage point(s) (5,000% to the Current Index. The Note Holder will then round the result of this addition to the next higher 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 largest rate until the next Change Date.

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 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 11.150% . Thereafter, my interest rate will never be increased or decreased on any single Change or less than 10.150% Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding six months. In no event will my interest rate he greater than 16.150% or less than 10.150%

(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.

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Lean Number: 041010130 UN Covering Number 932127 COP Due: 09/03/96

(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.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security with not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the foan assumption. Lender may also carrie the transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Burrower will continue to be obligated under the Note and this Security Instrument unless Lender releases. Borrower in writing.

If Lender exercises the option to regain 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 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.

BY SIGNING BELOW, Bostower at	ecepts and agrees to the	terms and covenants contained in this Adjust	able Rate Rider.
SAMUEL SANSERS	(Seal)	O _x	ment paral made bangan satural (New l.)
	(Seal)		
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Loan Number: 041010130

UNOFFICIAL COPY Date: 09/03/96

OCCUPANCY RIDER PRIMARY / SECONDARY HOME

THIS OCCUPANCY RIDER is made September 03, 1996, and is incorporated into and amends and supplements the Morigage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to OPTION ONE MORTGAGE CORPORATION, A CALIF. CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

5638 W AUGUSTA BOULEVARD, CHICAGO, IL 60651 (Property Address)

OCCUPANCY AGREEMENTS

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence Lender makes non-owner residence loans on different terms.
- 2. The Borrower desires Lender to move this loan to Borrower.
- 3. Borrower promises and assures Lende: that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument.
- 4. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
 - A. Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument.
 - B. Decrease the term of the loan and adjust the monthly paymends under the Note accordingly;
 - C. Increase the interest rate and adjust the monthly payments under the Note accordingly;
 - D. Require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

CONFLICTING PROVISIONS

Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

TERMINATION OF AGREEMENT

If the Security Instrument is assigned to another lender, this Rider may, at the option of the assignee, be terminated.

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041010130 UNOFFICIAL COPY Date: 09/03/96

Early (and	.,
IN WEINESS WHEREOF, Borrower has executed this Occu	epancy Rider.
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San W. S. C.	
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State of Delegation	County of the County of before me, the undersigned, a Notary Public of the County of the County Publication of the County of the
On 9.7 (6.	before me, the undersigned, a Notary Public
in and for said State, personally appeared	el andled
	A COLUMN TO THE PROPERTY OF TH
	factory evidence) to be the person(a) whose name(s) is/are subscribe
	they executed the same in his/her/their authorized capacity(ies), an
	n(s), or the entity upon behalf of which the person(s) acted, execute
the instrument.	
Witness my hand and official seal.	Signature MODIL SELLE
(Reserved for official seal)	<i>(</i>)
	Robyn Howe
yannan aran	Name (typed or printed)
"OFFICIAL SEAL" Robyn Howe	
Notary Public, State of Illinois	My commission expires:
My Commission Expires 10/12/96	
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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 96-06590

LEGAL DESCRIPTION:

Lot 3 in Stephen Seamen's Subdivision of Block 7 of Alvin Salisbury's nge 13,

Cook County Clerk's Office Subdivision of the East 1/2 of the Southwest 1/4 of Section 5, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.