ACCREDITED HOME LENDERS INC.

15030 AVENUE OF SCIENCE, SUITE 100A

SAN DIRGO, CALIFORNIA 92128

90923749: PEBJI TRAN 4508 12/06/96 13:4870

**#-96-923** 12881 1 KP COOK COUNTY RECORDER

(Space Above This Line for Recording Data)

#### MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on NOVEMBER 7, 1996 To mortgagor is DINO GIAMALIS AND CATHY R. GIAMALIS, HUSBAND AND WIFE

("Borrower"), This Security Instrument is given

to ACCREDITED HOME LENDERS INC., A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA and whose address is 18030 AVENUE OF SCIENCE, SUITE 100, SAN DIEGO, CALIFORNIA 92128

("Londor").

Horrower ower Londor the principal non-of-ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND Bollars (U.S. \$ 112,500.00 ). This dobt is

evidenced by Horrower'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 Lander: (%) 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? to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Sectiffy Instrument and the Note. For this purpose, Borrower does hereby mertgage, grant and convey to Londor the Edewing described property located in County, Illinois: COOK

LOT IS IN BLOCK 7 IN FIRST ADDITION TO WALTER O SCINTOSH'S METROPOLITAN ELEVATED SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST 1/4 LYING NORTH OF THE SOUTH 1271.3 FRET OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13 BAST CENTRE THIRD PRINCIPAL MERIDIAN, ALSO BLOCKS 78, 79, AND 80 IN THE SUBDIVISION OF SAID SECTION 19, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

(APN: 16-19-301-028-0000

which has the address of 1626 SOUTH WISCONSIN AVENUE, BERWYN (Stroot)

(City)

) FFICE

Illinois 60402

("Proporty Address");

(Zip Code)

TOGETHER WITH all the improvements new or hereafter erected on the property, and all easements, appartenances, 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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT ICC20810.PC[-4-94

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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.

THIS SECURITY INSTRUMENT 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 COVENANTS. Borrower and Lendor 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 in the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance promiums, 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 an ended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funda sota a losser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the losser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution, whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender a such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Conder may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this lean, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required a 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 annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

3. Application of Paymonts. Unless applicable law provides otherwise, all payments received by Londor under paragraphs 1 and 2 shall be applied: first, to any propayment 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 ( ) ( )

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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 previded in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ewed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 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 Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer 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 of the actions set forth above within 10 days of the giving of notice.

6. Hazza or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against less 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 amends 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 Londer 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 carrior 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 same 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 Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer 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 falled to provide

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Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning florrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Horrower shall comply with all the provisions of the lease. If Borrower acquires for title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Londor'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 Londor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londor may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Londor's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although Londor may take action under this paragraph 7, Londor does not have to do so.

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

upon notice from Under to Borrower requesting payment,

- 8. Mortgage Insurance. If London required mortgage insurance as a condition of making the lean secured by this Security Instrument, Borrower shall pay the promiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by London lapses or coases to be in effect. Horrower shall pay the promiums required to obtain coverage substantially equivalent to the mortgage insurance proviously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by London. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to London each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Borrower when the insurance coverage lapsed or consed to be in effect. London 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 London, if mortgage insurance coverage (in the emergence and is obtained. Borrower shall pay the promiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance with any written appearent between Borrower and London or applicable law.
- 9. Inspection. Londor or its agent may make reasonable entries upon inspections of the Property. Londor 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 demages, 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 proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Berrowe. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Berrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Berrower. 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 immediately before the taking, unless Berrower and Londer otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice is given, Londer 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 not then Londer.

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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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, solvect 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) agreed 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 lean secured by this Security Instrument is subject to a law which sets maximum lean charges, and that law is finally interpreted so that the interest or other lean charges collected or to be collected in connection with the lean exceed the permitted limits, then: (a) any such lean charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal over under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be areated as a partial propayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for it this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable have 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 desmed to have

been given to florrower or Lander when given as provided in this purpgraph.

15. Governing Law; Severability. This Security Instrument at all 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.

18. Borrower's Copy. Borrower shall be given one conformed copy of the recte 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 Lendor's prior written consent, Lendor 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 Lendor if exercise is prohibited by federal law as of the date of this Security Instrument.

If Landor exercises this option, Londor 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, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower mosts 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 the continued of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or

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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. It 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 use 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 Schstances" 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, voictile 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 is acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but rot prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date to notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on (a) defore the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its 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 pursuing the remedies provided 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.

23. Waiver of Homestoad. Borrower relinquishes all right of power and waives all right of homestead

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

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and distributive share in and to t	ho Proporty. Borro	vor walves all right of	homostend exemption as to the	
Property. 24. Ridors to this Security	Instrument. If one	or more riders are exec	uted by Borrower and recorded	
togother with this Security Instru	ment, the covenants	and agreements of oad	h rider shall be incorporated into	
to the design of the Barrier track		grooments of this Socu	ity instrument as if the rider(s)	
wore a part of this Security Instru [Check applicable box(es)]	umont.			
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X Adjustable Rate Rider     □ Graduated Payment Rider	□ Condominium Rider □ Planned Unit Development Rider		☐ 1-4 Family Rider ☐ Biweekly Payment Rider	
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Other(*) [specify]	La reno improvo	114110 1111141	- nedwing contra relies.	
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DING GIAMALIS	AND CATHY R.	GIAMALIS, HUSBA	AND AND WIFE	
	, personally	known to me to be the	sume persor(z) whose name(s)	
subscribed to the foregoing instru	ment, appeared befo	ro mo this day in porse	n, and acknowledged that	
		he said instrument as	<b>/</b> A	
free and voluntary act, for the use	as and barbosos choi	Strain ionen	<b>*</b>	

Given under my hand and antent seur

My Commission Expires:

MT COMMISSION EXPINESTORY Public

This Instrument was prepared by: PATTI HOWARD

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT 1CC20822.PCf-4-84

Form 3014 9/90

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LOAN NO. 2360899

#### ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 7th day of NOVEMBER, 1996 and is incorporated into and shall be deemed to amend and supplement the Mertgage, 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 ACCREDITED HOME LENDERS INC., A CALIFORNIA CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

1626 SOUTH WISCONSIN AVENUE, BERWYN, ILLINOIS 60402

(Proporty 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 Londor further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.750 %. 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 1st day of DECEMBER, 1998, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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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-donominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the 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 index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changos

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND THREE/FOURTHS---- percentage points (7,750 %) to the Current Fidex. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage points (0.126%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest 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 now interest rate in substantially equal payments. The result of this calculation will be the new amount of monthly payment.

(D) Limits on Interest Rate Changes

The interest rate 1 am required to pay at the first Change Date will not be greater than 15.750 or less than 12.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE---- percentage point (1.000%) from the rate of interest I have been paying for the proceeding six months. My interest rate will never be greater than 19.250 %, or less than 12.750 %.

MULTIFFATH ADJUSTABLE RATH RIBER - LIBOR INDEX - Single Family - PHLMO - 8 month liber ROSD1000.701.-12-94 Page 1 of 2 Form \$192 7/92 (modified)

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# 969237

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(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 PROPERTY 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 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 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 Instrument. If Borrower fails to pay these sums prior to the example of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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DINO GIAMALIS	(Soul) Borrower	CATHY R. GIAMALIS	Borrower
	(Sont) Borrower	Co	<u>(Soji)</u> Borrowar
	(Soul) Borrower		(Soul) Borrower

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