JNOFFICHAL4GOPY

AFTER RECORDING MAIL TO

AT WESTERN MORTCAGE CORPORATION 80 BOX 92366 Les Angeles, CA 90008-2386

DEPT-01 RECORDING

135.00

T#0012 TRAN 9512 03/07/96 11:37:00

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY CODE: 016 OFFICE NUMBER: 229 LOAN NO .: 1-647237-7

MORTGAGE ADJUSTABLE INTEREST RATE MORTGAGE

THIS MORTGAGE ("Security instrument") is given on February 27, 1998 The mortgagor is

TAI TAN HUYNH AND TRINH THINGNG NGUYEN, HUSBAND AND WIFE

("Borrower").

This Security Instrument is given to

GREAT WESTERN MORTGAGE CORPORATION, & DELAWARE CORPORATION

which is organized and existing under the laws of

THE STATE OF DELAWARE

and whose

address is

9451 CORBIN AVENUE, NORTHRIDGE, CA 91324

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

THREE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED AND 00/100

). This debt is evidenced by borrower's note dated the same date as this Dollars (U.S. **\$331,600.00** Security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due . This Security Instrument secures to Lender: (a) the repayment of the March 1, 2026 debt evidenced by the Note, with interest, and all ranewals 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 Sacurity 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 donyey to Lender the following County, Illinois: described property Incated in COOK

LOT 13 IN GLENLAKE ESTATES UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 28 TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN/TAX ID:

04-28-103-013-0000

which has the address of 2134 WARWICK LANE

**GLENVIEW** 

Minois 60025

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenences, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. Ail of the foregoing is referred to in this Security Instrument as the

BORROWER COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to mortguge, great and convey the Property and that the Property is unancumbered, except for encumbrances of record. Sorrower warrants and will defend generally the title to the Property against all claims and damends.

subject to any encumprances 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.

ELLINIOIS -Single Family Femile Mee/Freddie Mec UNIFORM INSTRUMENT

9/90 (page ) of 6 pages)

BOX 333-CTI

UNIFORM COVENANTS. Sorrower 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 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 lessahold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, if any; and (i) any sums payable by Borrower to Lender, in accordance with the provisions of Paragraph 8, in flou 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 encrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 at say. ("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 duty and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with collicolitie law.

The Funds shall be half in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Faderal Home Loan Sank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the sample was account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law parmits 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 loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lenger shall no he required to pay Borrower any Interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual con unting 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 piedged as additional sacurity for all

suns secured by this Sectivity Instrument.

If the Funds held by Lender excess the armunts permitted to be held by applicable law, Lender shell account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow 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 deliciency. Byrower shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Section instrument, Lender shall promptly sefund to Borrower any funds held by Lender. If, under Paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or was of the Property, shall apply any Funds held by Lander at the time of acquisition

or sale as a cradit against the cume secured by this Security Instrume it.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under Paragraphs 1 and 2 shell 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 lest, to any late

charges due under the Note.

d. Charges: Liens. Borrower shall pay all taxes, sessistents, charges, finer and impositions attributable to the Property which may attain priority over this Security Instrument, and Assemble payments or ground rants, 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. Container 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 shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any iten which has priority over this Socialty incomment unless in Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to a Lander; (b) contests in good faith the iten by, or defends against enforcement of the lien in, legal proceedings which in the Lendar'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 Lander Setermines 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.

S. Hazard or Property Sizurance. Borrower shell keep the Improvements now existing or heresiter eracted on the Property insured against loss by fire, hexards included within the term "extended coverage" and any other hazards, including fiseds or flooding, for which Lender requires insurance. This insurance shell be maintained in the amounts and for the periods that Lender requires. The incurance coming providing the insurance shell be chosen by Borrower subject to Lender's approval which shell not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's ojsion, obtain deverage to

protect Lander's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lander 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 repeipts of paid premiums and renewal notices. In the event of loss, Borrower shall

give promot notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property demaged, if the restoration or repair is economically feasible and Lender's security is on tessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, is 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.

8. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lesscholds. 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 regidence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrow of control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or complif waste on the Property. Burrower 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 riso be in default if Borrower, during the loan application process, gave materially false or inaccurate information an statements to Lender (or failed to provide Lender with any material information) in connection with the ber 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. I Somewer 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 bankrupt by, probate, for condemnation or forfeiture or to enforce laws or regulations), than 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 Hen which has priority over this Security Instrument, appearing in court, paving reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender

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,

uson 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 multipage insurance in effect. If, for any reason, the mortgage incurance coverage required by Lender lapses or ceases to be in affect, 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 Lander. If substantially aquivalent mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage ispaed or cassed 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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in affect, or to provide a loss reserve, until the requirement for mortgage insurance ands in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lander 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a ligital taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument which he had not then due, with any excess paid to Borrower. In this event of a partial taking of the Property in which the fair market value of the Property immediately before the taking in equal to or greater than the amount of 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 auris 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 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 immediately before the baking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the processes shall be applied to the sums secured by this Security Instrument whether or not the sums see then due.

If the Property is abandoned by Borrower, or H, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the process's, at its cration, either to restoration or repair of the Property or to the sums secured by this Security instrument, whether or not then

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Unless Landon and Serrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the duo date of the monthly payments referred to in Paragraphs 1 and 2 or change the

amount of such payrie life.

11. Somewor Not (a) meed: Forbesience By Lender Not a Walver. Extension of this time for payment of modification of amortismics) of the sums secured by this Security Instrument granted by Lender to any successor in interest of Burners what not operate to release the Rebility of the original Borrower or Sorrower's successor in interest. Lander 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 Gorrower or Borrower's successors in interest. Any forbestience by Lender ID exercising any right or remedy shall not be a waiver of or preclude the exercise of

any right or remedy.

12. Supposesors and Assigns Bound; teles and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shell bind and tentifit the successors and essigns of Lender and Borrower, subject to the provisions of Persgraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument of the Note: (a) is co-signing this Security Instrument only to mortging, grant and convey that Porrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to say the sums secured by this Security Instrument; and (c) agrees that Lander and any other Borrower may agree to extend, modify, forbear or make any accommodations with repart 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, and that last is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, (next) (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded in Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial preparation without any propayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to funder. 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 Lander when given as provided in this paragraph.

18. Governing Law: Separability. 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 and 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 for if a baneficial 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.

Loan No.: 1-647237-7

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a specified of not less than 30 days from the date the notice is delivered or malled within which Borrower must pay religious secured by this Security Instrument. If Borrower falls to pay these sums prior to the supiration of this specified, Lender may invoke any remedies permitted by this Security Instrument without further notice or distribution on Borrower.

18. Borrower's Right to Reinstate. If Borrower meats certain conditions, Borrower shall have the right to place 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 this 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 sight to reinstate shall not apply in the case of acceleration under Paregraph 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 actione or more times without prior notice to Borrower. A sale may result in a change in the entity (known as an "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 supplicable 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 ray 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 recidential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any prosestigation, 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: pasoline, kerosune other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this Paragraph 20, "Environmental Li w" means federal laws and laws of the jurisdiction where the Property is located that relate to health, salery 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure default; (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 (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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, responses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, responses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, responses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, responses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this

Security instrument to Borrower. Borrower shall pay any recordation costs. Lander may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law. 23. Weiver of Homestead. Borrower weives all right of homestead exemption in the Property. 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and egreements of each such rider shall be incorporated into and snail amend and supplement the covenants and agreements of this Security kistrument as if the rider(s) were a part of this Security Instrument. (Check applicable line(a)) X Adjustable Rate Mider Condominium Rider 1-4 Family River Graduated Payment Hider Planned Unit Development Rider Biwaskly Payment Rider Secored Home Rider Rate Improvement Rider Balloon Rider Other(s) (specify) BY BIGNING BELOW: Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rightle) executed by Borrower and reported with it. Witnesses: (Seel) 96174488 (Spece Below This Line For Authorniedgms 1) COOL County #4: State of Illinois. and for said county and state, do hereby certify their Ted Ten Buyon and Training Mayon. a Notery Public in Busband and Wife personally known to me to be the same person(s) whose name(s) subscribed to the for going instrument, appeared before me this day in person, and acknowledged that free and volumery act. for the their signed and delivered the said instrument as uses and purposes therein set forth. 1996 Given under my hand and official seal, this 27th day of My Commission expires: This instrument was prepared by: "OFFICIAL SEAL" KEVIN J YOUNG Store Custos 282 N. MCHENRY ROAD **BUITE C-4** BUFFALO GROVE, IL 60088 Perm 9014 M90 (sepe 6 of 6 payer)

ADJUSTABLE RATE RIDER ARM L-36

Loan No.: 1-P47237-7

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THIS ADJUSTABLE CATE RIDER dated February 27, 1996 changes and adds to the Mortgage, Dead of Trust, or Security Deed (the "Security Instrument") I signed this day. The Security Instrument secures my Note (the "Note") to

GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

(the "Lender"), also signed this day and covers my property as described in the Security Instrument and located at:

2134 WARWICK LANE GLENVIEW, IL 60025

(Property Address)

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR ADJUSTMENTS TO MY INTEREST RATE AND MY MONTHLY INSTALLMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.

The amount of my scheduled monthly installment could be less then the amount required to pay the interest due after a rate adjustment for that installment period. If so, the Note Holder will subtract the amount of my scheduled monthly installment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest." Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest I am required to pay on the outstanding loan balance each month.

#### INTEREST RATE AND MONTHLY INSTALLMENT ADJUSTMENTS

The Note provides for adjustments to my interest rate and my monthly installments as follows: Initial Interest Rate 6.650% First Interest Rate Adjustment Data March 1, 1916

Initial Monthly Installment \$2,128.76

First Installment Due Date April 1, 1996

Installment Due Date 1st

Meturity Date March 1, 2026

First Installment Adjustment Date April 1, 1999

Minimum Rate \* 6.650%

Maximum Rate\* 11.950%

Rate Differential 2.650

\*The Minimum Rate and Maximum Rate are subject to adjustment as provided in Section 1(d).

1. METHOD OF COMPUTING INTENEST RATE ADJUSTMENTS.

(a) Adjustment Dates. The interest rate I will pay will be adjusted on the first interest flats. Adjustment Date (shows on the front of this fider) and on every installment Due Date thereafter. Adjustment Date (shown on the front of this Rider) and on every installment Due Date thereafter. (b) The Index. Soginzing with the First Interest Rate Adjustment Date, my interest rate will be based on an Index. The "Index" is the Twelve Month Average of One-Month LIBOR as published each month by the Federal National Mortgage Association ("FNMA"). If the Index is no longer published, then the Note Holder may select a comparable alternate index to permit interest rate adjustments and such comparable alternate index shall then be the "Index." The "Current Index" shall mean each update of the Index published by FNMA by the last business day of each month as of 11:00 s.m. eactern standard time and shall represent the sum of that month's and the preceding seven (11) months. One-Month LBOR rates so published by FNMA, divided by twelve and rounded upwards to the third decimal place.

(c) Calculation of Adjustment. The Note Holder will determine each adjusted interest rate by adding the Rate Different of Islown on the front of this Ridsr) to the most recently published Current Index. The sum of the Current Index and the Rate Differential is the interest rate that will apply to my loan until the next rion h's interest rate adjustment.

The Note Holder may choose not to increase my interest rate even if an increase is permitted because of an increase in the Current Index. The Note Holder is not required to give the advance.

because of an inclusers in the Currum Index. The Note Holder is not required to give the advance notice of interest rate adjustments.

(d) Limits on interest Rate Adjustments. The interest rate i am required to give the advance this loan will not be greater than the Maximum Rate not less than the Minimum Rate lahown on the front of this Rider), unless the property securing this loan is sold and the loan is assumed. Sele of the property and assumption of my loan require the Note Holder's consent. If the property is sold and my loan is assumed, the Note Holder may adjust the Maximum Rate up to five percentage points (5.0%) above the interest rate in effect on the date of the assumption. The flote Holder may also adjust the Maximum Rate of the assumption. The flote Holder may also adjust the Maximum Rate op to five percentage points (8.0%) below the interest rate in effect on the date of the assumption. The Note Holder may also adjust the Minimum Rate secti time the property is add and the loan is assumed. The Note Holder, however, may chose not to adjust the Maximum Rate or Minimum Rate secti time the Mote Holder consents to the sale and assumption.

2. METHOD OF COMPLITING ADJUSTMENTS TO THE MONTHLY Restaurable to the first installment will be adjusted on the first installment will be adjusted. The date the installment will be adjusted approximately 60 calculated by using an interest rate equal to the sum of the Current Index published immediately prior to the long of the readous rities the Rate Cultarent and the food of this Rider.

by using an interest rate equal to the sum of the Current Index published immediately prior to the time of the review plus the Reta Differential shown on the front of this Rider the interest rate used shall not be less than the "Minimum Rate" or more than the "Maximum Rate as defined in this Rider), and the spen belance which would be owing on the installment Adjustment Date if oil regularly scheduled installments are made. The new installment will be an amount which would be sufficient to ropsy the loan balance used in the calculation over the remaining term of the loan at the new interest rate, in substantially equal installments. After the first installment adjustment, future installment adjustments will be calculated as discribed in this paragraph, except the

interest rate in effect at the time of review will be used for those installment adjustments. (c) Limitation on Adjustments to the Montkly Installment. The increases and decreases which occur to the monthly installment on the installment Adjustment Date will not exceed 7 1/2% of the previous monthly installment except on the first little (5th) anniversary of the First the previous monthly installment except on the fifth (5th) anniversary of the First Installment Due Date, and on each tifth (5th) anniversary during the remaining term of the loan. On the fifth (5th) anniversary, and each tifth (5th) anniversary following, the increases or decreases to the monthly installment may exceed 7 1/2% of the previous installment amount if the calculation of installment adjustment described in Section 2(b) would result in a greater adjustment.

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

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

Paragraph 17 of the Sacurity Instrument is amended to read as follows: (The Note Holder is colled the "Lender;" I am called the "Borrower.")

17. LENDER'S CONSENT REQUIRED. Lender may deciate all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Borrower without Lender's prior written consent: (a) sells, conveys, contracts to sell, ellenates or further encumbers all or any part of the property; or (b) leases all or any part of the property for a term, together with all exercisable options, of 5 years or more; or (c) leases all or any part of the property and, in connection with such lease, grants the leases an option to purchase all or any part of the property; or (d) suffers the title or any interest in the property to be divested, whether voluntarily or involuntarily; or (e) changes or permits to be changed the character or use of the property; or (f) is a partnership and any of the general partners' interests in the partnership are transferred or assigned whether voluntarily or involuntarily; or (g) is a corporation with fewer than 100 stockholders at the date of execution of this Security instrument and looks than 10% of its capital stock is sold, transferred or assigned during a 12-inonth period.

8. FUNDS FOR TAXES AND INSURANCE
The third sentence in the second peragraph of Uniform Covenant 2 of the Security Instrument is smended to read ac follows: Lender may not charge for holding and applying the Funds, analyzing the account or varifying the escrow items, unless Lender pays Borrower Interest on the Funds and applicable law permits Lender to make such a charge, provided, nowever, that Lender may impose upon Borrower at closing a read to compensate a third party who shall be responsible for the monitoring and payment of real estate taxes without thereby becoming obligated to pay Borrower interest on the Funds.

C. OCCUPANCY AGREEMENT

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If Borrower was required to execute an Occupancy Agreement as a condition for obtaining the loan secured by this Security Instrument, the terms of the Occupancy Agreement, including the provisions which make a violation of its terms an event of default under this Security Instrument, are incorporated herein by this reference.

SIGNATURES OF BORROWERS: (Please sign your name exectly as it appeals helow.)

BY SIGNING BELOW, I accept and agree to the terms and covenants in this Adjustable Rate Rider.

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