96225734

WHEN RECORDED, RETURN TO: NBD HORTGAGE COMPANY ATTN: LOAN REVIEW. P.O. BOX 7095 TROY, MI 48007-2869

PREPARED BY

JULIE EVANS WHEATON, IL 60187 DEPT-01 RECORDING 135.00 Teno12 TRAH 9742 03/25/96 13:15:00 47336 ¢ ER - サータムースユンフ34 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

. The mortgagor is

THIS MORTOAGE ("Security Instrument") is given on MARCH 15, 1996 N'IN DIA DIAGREUR YAWEDDIR REVOITOR A AYIAF DIA YAWEDIR D BILYAWD

⁄Ш₩**P/K/A TANYA A IILGHTUWKR

("Horrower"). This Security Instrument is given to

NUM MORTGAUR COMPANY,

which is organized and existing under the laws of THE BENCE OF DELAWARE 900 TOWER DRIVE, TROY, MI 48098

and whose

("Lend r"). Borrower owes Lender the principal sum of

UIL/00 CMA CMARUOHT YTXIE

60,000.00). This debt is evidenced by Borrower's wife dated the same date as this Security Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid earlier, due and payable on APRIL 01, 2026 . This Security Instrument secures to Lerder: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this security instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CITY OF CHICAGO, COOK County, Illinois:

LOT 31 IN R. B. SHOGREN AND COMPANY'S FIRST ADDITION TO AVALON PARK, A RESUBDIVISION OF LOTS 1 TO 17, INCLUSIVE, IN BLOCK 1 AND LOTS 1 TO 46, INCLUSIVE, IN BLOCK 2 IN PIERCE'S PARK, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#20-35-218-026-0000

ONCORVIAL POSSICOSPONA ON

Page Laid

which has the address of 8122 S KENWOOD AVENUE, CHICAGO

Illinois

(Zip Code) ("Property Address");

[Street, City],

ILLINOIS Single Farmy FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014

(8409) (8409)

VMP MORTGAGE FORMS 1 (800)621-7291

TOGETHER WITH all the improvements new or hereafter erected on the property, and all casements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered

by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the 'Property'

HORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM 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 monthly payments are due under the Note, until the Note is paid in full, a satu ('Tunds') (or (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 premiums, if any; and (f) any sams payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lien of the payment of mortgage insurance premiums. These items are called "Ise ow Items." Lender may, at any time, collect and hold bunds in an amount not to exceed the maximum amount a lender (o) 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 2021 of sugar ("RESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. I ender 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 tederal agency, instromentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge For over for holding and applying the Funds, annually analyzing the escrow account, or verifying the Bescrow Items, ones a 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 to connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Cender 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 are pledged as additional security for all soms 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 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 deligency. 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 promotly regard 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 as a country in against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to shownts 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 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

Fo 3014 9/90

And IL

JNOFFICIAL COP'

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 of the actions set forth above within 10 days of the giving of

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property Jamilged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums see fred 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 so as 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 of crivise 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 acconsition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and we 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, cale is Lender otherwise agrees in writing, which consent shall not be unteasonably withheld, or unless externating 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. Horrower 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 account and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a roling 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 of Lender's security interest. Borrower shall absolve in default if Borrower, during the loan application process, gave materially false or inaccurate information or statem his to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to: representations concerning Borrower's occupancy of the Property as a principal residence. It in Security Instrument on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquire, fee title to the Propert the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fulls to perform the coverants and agreement and in this Security Instrument or there is a band proposition that many similar and the Security Instrument or there is a band proposition that many similar and the Security Instrument or there is a band proposition that many similar and the Security Instrument or there is a band proposition that many similar than the security is the security of the se contained in this Security Instrument, or there is a legal proceeding that may significantly affect Legacy'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 dishorsed by Lender under this paragraph 7 shall become additional lebt of Horrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

BARRES (ARM)

Invisio DDK

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 insurance 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 being 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, 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 effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection, Lender or its agent may make reasonable 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 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 Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender 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 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 taking, unless Borrower and Lender otherwise agree in writing or unless a plicable 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 Lender to Borrower that the condenanor often to make an award of 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

Uniess 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 2. 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 vat Bottower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several Arv Bottower 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 (c) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any older Bottower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Botrower'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 law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 pencipal 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. Notlers. 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 Lender. Any notice to Lender shall be given by

Form 3014 0790

man Phil

Face 4 of 6

(#40b) (#40b)

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 and the which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 37 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 sams prior to the expiration of this period, Lender may invoke

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify ic. 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 flote or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The notice will also contain any other information required by applicable lay.

30. 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 an tone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, howsuit or other action by any governmental or regulatory agency or private party involving the Property and any dependous Substance of 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 a necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

Form 3014 9/90

Initials: DIA

(SID -GHDL) (9405)

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 forcelosure 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. Borrower shall pay any recordation costs.

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or mor	e riders are executed by Borrower and reco	arded together with
this Security Instrument, the covenants and agreements of c		
supplement the covenants and agreements of this Securit		
Instrument. [Check applicable best (es)]	•	•
Adjustable Rate Rider Condomini	um Rider 🔲 1-4 Family Ric	der
Graduated Payment Rider Or Planned Ur	um Rider 1-4 Family Rid it Development Rider Biweekly Payr	nent Rider
Balloon Rider Rute Impro		Rider
L_J V.A. Rider L_J Other(s) [s]	ecify]	
4		
BY SIGNING BELOW, Borrower accepts and agree		d in this Security
Instrument and in any rider(s) executed by Borrower and red Witnesses:	Oracd With It.	
THI HISTORY	DWAINE D RIDGEWAY	(Seal)
	DWAMP D RIDGEWAY	Borrower
_	The What was	
\sim	TANYA K HICHTOY AT RIDGEWAY	(Scal)
properties and a product of apple and annual properties and the proper	TANYA A HIGHTOY ZW. RIDGEWAY	Remiwer
	(S)	
(Seal)		(Seal)
Borrower		Borower
STATE OF ILLINOIS,	Cell County ss:	
	Carry County sa:	,
1, and M. Suhnson.	a Notary Public in and for said county ar	d state do hereby
certify that DWAYNE D RIDGEWAY AND	,	, , , , , , , , , , , , , , , , , , ,
TANYA A HIGHTOWER RIDGEWAY HURBAND AND WIFE	P/K/A TANYA A HIGHTOWER	
	manufacture to be to be the own	name and a still and
name(s) subscribed to the foregoing instrument, appeared be	personally known to me to be the same fore me this day in person, and acknowledge	-person(s) whose addbatest
he signed and delivered the said instrument as TV	Eng free and voluntary act, for the u	
therein set forth.	,	,
Given under my hand and official seat, this 137H	day of HARCH	, 1996
My Commission Expires: 8 19-90	any M. Sigurous	
my Commission Expires: 9 (3/7)		
This instrument was prepared by: JULIE EVANS	Notary Public	
6R(iL) (8408) Page 6 of 6	OFFICIAL SEAL	Form 3014 9/90
865853	NOTARY PUBLIC STATE OF ILLINOIS	-,

MY COMMISSION EXPIRES 8 18-90

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADDUSTABLE RATE RIDER is made this 15TH day of MARCH , 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NBD MORTGAGE COMPANY,

A DELAWARE CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
8122 S KENWOOD AVENUE

C'ARGO, IL 66619

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of interest rate and the monthly payments, as follows:

6.750

The Note provides for changes in the 🔏

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change One."

(B) The Index

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

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

THREE AND 000/1000 percentage point(s) (3.00 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family

1220008(9309)

Page 1 of 2

ELECTRONIC LASER FORMS 1 (800):327-0848

Initials: A.S.K.

96277734

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 8.750 less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My in crest rate will never be greater than (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 may 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

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

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

DWAYNE D RIDGEWAY (Seal) (Scal) Continue Office (Seal) (Scal) Borriwer Battower