APPL# 013-00019483 CCD# 7083006482

DEFT-01 RECURDING

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COOK COUNTY RECORDER

Prepared by: TERESA WILLS

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 16, 1996 ROBERT K WILLIAMS AND CHERYL L WILLIAMS, MARRIED TO EACH OTHER . The mortgagor is

("Borrower"). This Security Instrument is given to DEERFIELD FEDERAL SAVINGS

THE UNITED STATES OF AMERICA which is organized and existing under the laws of

, and whose

eddress is 745 DEERFIELD ROAD, DEERFIELD, ILLINOIS EUC 15

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

TEN THOUSAND AND NO/100

10,000.00 Dallar (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly . This Security MARCH 15, 2001 payments, with the full debt, if not paid earlier, due and payable on Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

LOT 204 (EXCEPT THE SOUTH 10 FEET THEREOF) AND LOT 205 IN PETER M. HOFFMAN GREATER PARK RIDGE SUBDIVISION, A PART OF THE SOUTH EAST 1/4 OF SECTION 21 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 22 LYING NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 09-22-308-040-0000

which has the address of 1241 N ELLIOTT, PARK RIDGE 60068 illinois

(Zip Code) ("Property Address");

(Street, City),

ILLINGIS - Single Family - FNMA/FHLMC UNIFORM Initials: PLU CIL INSTRUMENT Form 3014 9/90 Amended 5/91

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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:

Borrower shall promptly pay when due the 1. Payment of Principal and Interest; Prepayment and Late Charges.

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 leasehold payments or ground rents on the Fronerty, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgag ir arrance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for bor over's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose acposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Total Home Loan Bank, Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and yiplying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Fends 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 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 Lender may agree in writing, however, that interest shall be paid on the Finds. 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 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 deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

Security Instrument.

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

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to 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 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 of more of the actions set forth above within 10 days of the giving of notice. Form 3014 9/90

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not ensurance 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 Borrover 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 Lenier, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenancy 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 criting, 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 [001 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 intrest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lexider's Rights in the Property. If Borrower fails to perform the covenant, and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Londer may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender

does not have to do so.

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

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium 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

Form 3014 9/90

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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 thall 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 naid 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 types 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 Surrower, or if, 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 procesus, at its option, either to restoration or repair of the Property or to the sums secured

by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree ir 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 Leng. Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrumer, 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 refuse to reduce the 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 and not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lenors and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument cally an mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets praximum 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 principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to

be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) serry 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 corestants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable atorneys' 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.

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Change of Loan Servicer. Instrument) may be sold one or more times wi now 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 say of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with par graph 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 not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences chall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Pandous 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 toxi; on hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or tokic products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Tr this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property 11 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 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.

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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 more ride	as are executed by B	orrower and recorded together with this
Security Instrument, the covenants and agreer	nents of each such rich	der shall be incorporat	led into and shall amend and supplement
the covenents and agreements of this Security	Instrument as if the ri	der(s) were a part of the	his Security Instrument.
[Check applicable box(es)]	Condominium	Dida	1-4 Family Rider
Adjustable Rate Rider	Condominium Rider Planned Unit Development Rider		Biweekly Payment Rider
Graduated Payment Rider	Rate Improvement Rider		Second Home Rider
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BY SIGNING BELOW, Borrowis accept any rider(s) executed by Borrower and records	s and agrees to the le	rms and coverants cut	Canet in this security trisumical and m
Witnesses:	C .	2111	1
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		ROBERT K WILLIA	MB -Barrawer
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	-Burrower		-Borrower
STATE OF ILLINOIS,	S, County ss:		
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ROBERT K WILLIAMS AND CHERYL L WILLIAM	S, MARRIED TO EACH	OTHER	' (2
	, per	sonally known to me	to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeare	ed before me this day	in person, and acknow	vicidged that they
signed and delivered the said instrument as th	eir free and vo	luntary act. for the use	s and purposes detein set forth.
Given under my hand and official seal, this	16TH de	BY OF MARKED ALLIC	ON GUARANTEED , 4730
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My Commission Expires:	-	- Meter	AND SANIA U SIGNATURE
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EQUILINE LOAN MORTGAGE RIDER (Adjustable Rate and Payment) (Revolving Line of Credit)

THIS EQULINE LOAN MORTGAGE RIDER is made this 16TH day of MARCH, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Sorrower") to secure Borrower's EQUILINE Loan Note (the "Note") of the same date to DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") and covering the property described in the Security Instrument and located at:

1241 N ELLIOTT, PARK RIDGE, ILLINOIS 60038

(Froperty Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

Additional Covenants: In addition to the covenants and agreements made in the Sacurity Instrument, Borrower and Lender further covenant and agree as follows:

1. INTEREST RATE, MONTHLY PAYMENT CHANGES AND BILLING MOTICES

Sections 2., 3. and 4. of the EQUILINE LOAN Note provide for changes in the interest rate and the monthly payments and for billing notices, as follows:

2. INTEREST

A. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any month beginning and on the first day of every month thereafter.

1. The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans posted by at least 75% of the nations's 30 largest banks, as published in the Money Rates section of the Midwest Edition of The Wall Street Journal on the 15th day of each preceding month. If more than one Prime Rate is listed on that day, the Index in effect for Borrower's EQUILINE for the next month will be the highest of the Prime Rates listed.

If the Index ceases to be made available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give Borrower notice of its choice.

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EQUILINE LOAN MORTGAGE RIDER

2. Setting the Interest Rate

The interest rate ("Annual Percentage Rate") on the principal sum of Borrower's EQUILINE from time to time outstanding will be computed and will vary based on the Average Daily Balance during the Billing Cycle in which Borrower has an outstanding balance as well as fluctuating with the Index. "The Average Daily Balance" is determined by taking the principal sum outstanding at the beginning of each day, adding any new advances, subtracting any payments or credits, summing the total thus derived for the number of days in the Billing Cycle, and dividing that grand total by the number of days in the Billing Cycle for that month. The Annual Percentage Rate for each month on the principal sum shall be the Index rate plus

ONE

ONE

B. Interest Calculation

Interest will a charged beginning on the date of each advance of principal and continue until the full amount of principal has open repaid. Interest for a monthly Billing Cycle shall be calculated by multiplying the Average Daily Balance during the Billing Cycle by the number of days in the Billing Cycle and then by the Annual Percentage Rate expressed as a decimal and divided by 365.

The Annual Percentage kate may change monthly as changes take place in the Index and the principal sum due on the Note. The ANNUAL PERCENTAGE RATE WILL NEVER EXCEED \$4% except that no interest at more than the maximum rate allowed by law at any time will be charged.

A PAYMENTS

Monthly payments shall be due on the fifteenth (18) of each month beginning the month following the first advance under the Note. The Payment Amount Due each month will on interest only on the outstanding principal balance.

In no event, however, will the Payment Amount Due he less than \$25 (unless the outstanding principal plus interest accrued and unpaid is less than that amount). The payment amount method may be changed only with written consent of the Note Holder.

4. PAYMENTS (combued)

Advances under the Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on the Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayment or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse Borrower's subsequent failure to pay principal or interest as it becomes due.

5. BILLING NOTICES

Each month that there is an outstanding principal balance, Borrower will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date and amount of additional advance(s) of principal or payment(s) since the last billing date and the amount of interest accrued since the last billing date, the Annual Percentage Rate, periodic rate, payment due, late charge date, new balance, available balance, and any other items the Note Holder may choose to disclose.

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EQUILINE LOAN MORTGAGE RIDER

APPL# 013-00019483

II. ADDITIONAL NON-UNIFORM COVENANTS

24 Additional Insurance

In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

15 ... RELEASE FRE

Notwithstanding Covenant 22 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the Line of Credit and payment to the terms hereof and the payment of its reasonable release fee.

16. PRIOR MONTURE

The Borrowers affirm that they 2.3 the obligants under a Note secured by a Mortgage, in the original sum of \$58,000.00 , dated JUNE 29, 1995 and recorded in the Recorder's Office of COOK County, Illinois, as Document No. 95459647 and hereby specifically agree that when and if they permit said Note or Mortgage to become in default under any of their terms, Lender, as its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragiaph 21. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 17.

THE DEFERRAL OF TAX AND INSURANCE & CROWS

This Mortgage provides for payments to be made for tax and insurance escrows. As long as the Mortgage referred to in paragraph 27 is outstanding and all taxes and insurance presolums are paid, the escrow provisions in this Mortgage will not be enforced. However, should said previous Mortgage be repaid, the Borrower will begin making escrow payments in accordance with this Mortgage.

28. DEFAULT

In the event of any default under the terms of the Mortgage, the EQUILINE Loan Mortgage Rider or the EQUILINE Loan Mortgage Rider or the EQUILINE Loan Note, Lender will notify Borrower, in writing, pursuant to Paragraphs 10, 17 and 21 of the Mortgage, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Credit will be a permitted. If Borrower cures the default to Lender's satisfaction, future advances under the Line of Credit may be made.

29. L. LINE OF MORTGAGE

The line of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the EQUILINE Loan Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this EQUILINE Loan Mortgage Rider.

ROBERT K WILLIAMS 3/16/96
DATE

CHERYL L WILLIAMS

DATE