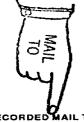
95 APR 17 AM 10: 27



COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

RECORDING 41.00 0.50 MAIL 96306210

WHEN RECORDED

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-0266

Prepared by: L. EDMONDS

LGAN #: 7874164

Salara Contraction

ESCROW/CLOSING # R18683

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 2, 1996 IRMA MIRKIN AND AND YELIZAVETA MIRKIN HUSBAND AND WIFE AS JOINT TENANTS . The mortgagor is

("Borrower"). This Security Instrumen is given to AMERICA'S WHOLESALE LENDER which is organized and existing under the law co. NEW YORK

, and whose

155 NORTH LAKE AVENUE, PASADENA, CA 91109 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY ONE THOUSAND FOUR HUNDRED and 00/100

). This actif is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 151,400.00 Instrument ("Note"), which provides for monthly provides, with the full debt, if not paid carlier, due and payable on . This Security is strument secures to Lender: (a) the repayment of the debt evidenced April 1, 2026 by the Note, with interest, and all renewals, extensions and mount attions 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 1000. For this purpose, Borrower does hereby mortgage, grant County, Illinois: and convey to Lender the following described property located in COCK

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT CFC (02/95) VMP MORTGAGE FORMS - (800)621-726 6H(IL) (9502)

Form 3014 9/90





THE SOUTH 1/2 OF LOT 20 AND ALL OF LOT 21 IN BLOCK 2 IN A. A. LEWIS EVANSTON GOLF MANOR, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

10-22-203-042

which has the address of 8713 KARLOV , SKOKIE

(Street, City)

Illinois 60076-

("Property Address");

[Zip Code]

TOGETHER WITH all the improvements now 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."

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. To rower and Lender covenant and agree as follows:

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

principal of and interest on the deb. 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 payment are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) var y hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premium, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as mortgage loan may require for Borrower's escrow count under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et sea. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and lob! Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current of an and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are incured by a federal agency, instrumentality, 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 Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Find and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge 16/2 on 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 Borrover any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the 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 an ount 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 to the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

monthly payments, at Lender's sole discretion.

Upon payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall propagate refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

Initials: IM

-8H(IL) (9502)

CFC (02/95)

Page 2 of 7

96306210

Form 3014 9/90

LOAN #: 7874164

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 under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly turnish 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 inforcement 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. Clender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 marance 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 Propert 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 Leguic, requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borie and shall give prompt notice to the insurance carrier and Lender. Londer may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, i surrace 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 be ened, 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 regair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will be an 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Joan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within maxty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence or at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any confeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the toan 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 Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include

paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security does not have to do so. 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, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender vali 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 maine a 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 in paent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or price w an inspection specifying reasonable cause for the inspection.

10. Condemnation. The procesus 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 Borrewix 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 applicable in wotherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then are.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to reincipal shall not extend or postpone the due daw of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the Line for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liebility; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or secured by this Security Instrument; and (c) agrees that Lender and any other Borrower's consent, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent, initiate: 74 YM

Form 3014 9/90

CFC (02/95) -8H(IL) (9502)

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 incrmitted 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 Lunder 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.

16. Borrower's Cupy. 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 accoleration. 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 cortain 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 reinstalement) 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 Nino as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Hote (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 Instrumer, There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses

and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

LOAN #: 7874164

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 recessary 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

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 formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior 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 reinsone 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 in ur ed in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and cosas of title evidence.
- 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. Leavier may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered sou the charging of the fee is permitted under applicable law.

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

24. Riders to this Security Instrument. If one or more ider are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

All Control of the Co	Ψ /)
[Check applicable box(cs)] X Adjustable Rate Rider(s) Graduated Payment Rider Balloon Rider VA Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]

96306210

Form 3014 9/90

LOAN #: 7874164

\$ 1	5 1.1	(Scal)
	IRMA MIRKIN	-Horrowat
	velousto Rivher	(Scal)
	YELIZAVETA MIRKIN	Borrower
	Yelizaveta Kivken YELIZAVETA MIRKIN By IRMA MIRKIN as her allerney in fact	(Soul) -Horrower
Opport		(Scal) -Borrower
STATE OF ILLINOIS,	County ssi Car	
with the state of	, a Notary Public in and for said county and state do NOTICE TO STATE WHITE CON personally known to me to be the same person personally known and acknowledged that	but a blue new
INM WICKIN UNCO JUME	personally known to me at so all that	
subscribed to the foregoing instrument, appeared before	me this day in person, and acknowledged that	
subscribed to the foregoing instrument, appeared before signed and delivered the said instrument as	free and voluntary act, for the uses and purposes there	, 4F16 .
subscribed to the foregoing instrument, appeared before signed and delivered the said instrument as	free and voluntary act, for the uses and purposes there	, 4F16 ·

WHEN PACT POED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOCUMENT CONTROL DEPT. P.O. BOX 0786 VAN NUYS, CALIFORMA, 91410-0286

Prepared by: L. EDMONDS

LOAN #: 7874164

ESCROW/CLOSING #: R48683

ADJUSTABLE RATE RIDER (1 Year Treatury Index - Rate Caps)

2nd this s made RIDER RATE **ADJUSTABLE** THIS , and is incomparated into and shall be deemed to amond and , 1996 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 Rice Note (the "Note") to AMERICA'S WHOLESALE LENDER (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 8713 KARLOV SKOKIE, IL 60076-

[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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddle Mae Uniform instrumen

Form 3111 3/85

-822B (9108).08 CFC (05/95) CONV

Page 1 of 4 VMP MORTGADE FORMS - (800)881-7291



ARM Plans 2, 4 & 6 Note



LOAN #: 7874164

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

%. The Note provides for

4. INTEREST FATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

, 1997 The interest rate I will pay may change on the first day of April that day every 12th month the enfter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Do's, 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 recert fridex 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding %) to the percentage points (3.000 Current Index. The Note Holder will then round the result of th's addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(5) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly paymer, 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 amour, of my monthly payment.

(D) Limits on Interest Rute Changes

The interest rate I am required to pay at the first Change Date will not be greater than %. Thereafter, my interest rate will never be % or less than 3.750 7.750

Form 3111 3/85

CFC (05/95) -822B (\$108).08

Page 2 of 4

96306210

CONV ARM Plans 2, 4 & 6 Note

LOAN #: 7874164

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 12 months. My interest rate will never be greater than 11.750

(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 agoin

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telepitone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in sorr) wer is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender my, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this socion shall not be exercised by Londer if exercise is prohibited by federal law as of the date of this Security Instrument, Londer also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give incrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the nodes 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 remedles permitted by this Security Instrument without further notice or demand on Borrower.

CFC (05/95)

Page 3 of 4

Form 3111 3/85 initiala: Zar

-822B (9108).08 CONV ARM Plans 2, 4 & 6 Note

LOAN #: 7874164		
ns and covenants contained in this Adjustable	GNING BELOW, Borrower accepts and agrees to the te	BY SIGN
-Borrower	IRMA MIRKIN	Rate Rider.
Goal) -Borrower	Yelizaveta VELIZAVETA MIRKIN By IRMA MIRKIN as her attorney	
-Borrower	as her attacking	
(Scal		
-Borrows		
Form 3111 3/85	(Space Below This Line Reserved for Ac B (9108).08 CFC (05/95) Page 4 of 4	-822B
Form 3111 3/85	- '	CONV ARM Plans 2, 4