RECORD AND RETURN TO: PRISM MORTGAGE COMPANY

350 WEST HUBBARD-SUITE 222 CHICAGD, ILLINGIS 60610 97529357

DEPT-01 RECORDING

1997

\$37.00

. T#0012 TRAN 6021 07/22/97 15:01:00

#2807 # CG *-97-529357

COOK COUNTY RECORDER

Prepared by: SHARON M. BERSET NORTHBROOK, IL 60062

97-002940

MORTGAGE

3700

THIS MORTGAGE ("Security Instrument") is given on JULY 9
LARRY S. LOUBET, AN UNMARRIED PERSON
AND RONALD PODOLNICK, AN UNMARRIED PERSON

. The mortgagor is

("Borrower"). This Security Instrument is given to PRISM MORTGAGE COMPANY

which is organized and existing under the laws of THE STATL OF ILLINOIS

, and whose

address is 500 SKOKIE BOULEVARD-SUITE 100 NORTHBROOK, ILLINOIS 60062

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

TWO HUNDRED SEVENTY FIVE THOUSAND AND 00/150

Dollars (U.S. \$. 275,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2027

This Security 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 come; to Lender the following described property located in COOK

County, Illinois:

LOT 1 IN MCCARTHY'S RESUBDIVISION BEING A RESUBDIVISION IN TAIT SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-20-319-041-0000

BOX 333-CTI

Parcel ID #:

ILLINOIS Single

which has the address of 1213 WEST ROSCOE AVENUE, CHICAGO Illinois 60657 Zip Code ("Property Address");

Company Add

Thities: SH(IL) (9608)

INSTRUMENT Form 3014 9/90 Amended 8/96

Page 1 of 6 VMP MORTGAGE FORMS - (800)621-7291

DPS 1089

Street, City ,

06/6 Aros mion

DPS 1090

(80)(1) H9- @M

the Security Instrument. If Lender determines that any part of the Property is subject to a lien, which may attain priority over enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the tien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the tied in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any liea which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes there payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4: Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. I and Z shall be applied: first, to any prepayment charges due under the Mote; second, to amounts pay to a under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by a ender under paragraphs

this Security Instrument. of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a cre its desinal the sums secured by

Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Len ect prior to the acquisition or sale Upon payment in full of all sums secured by this Security Instrument, Lender at all compily refund to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Borrower scall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so notity Bo tower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable lay. If the amount of the Funds held by Lender at any If the Tunds held by Lender excess the amounts permitted to be held by applicable law. Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional sec (11/4 for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credit and the Funds and the purpose for which each Borrower and Lender may agree in whiting, however, that it to est shall be paid on the Funds. Lender shall give to Borrower, applicable law requires inferest to be paid, Lender shall not be a quired to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, unless appropriate otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pry 1 one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Leider pays E. r. wer interest on the Funds and applicable law permits Lender to make such

Escrow Liems. Lender may not charge Borrower or bolding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such alt in this lon) or in any Pederal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an in after on whose deposits are insured by a federal agency, instrumentality, or entity Escrow flems or otherwise in accordance with applicable law.

Lender ray estimate the amount of Frinds due on the basis of current data and reasonable estimates of expenditures of future sets a legest amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from have to Ame, 12 U.S.C. Section 2601 et sent ("RESPA"), unless another law that applies to the Funds related thorigage loan; tay equire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any ar and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of pargraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." if any; (e) year, mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property maurance premiums; (d) yearly flood maurance premiums, and assessments which may attain priority over this Security Instrument as a tien on the Property (b) yearly leasehold payments Lender for the day monthly payments are due under the Mote, until the Mote is paid in full; a sum ("Funds") for: (a) yearly taxes Lunds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest of the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIHORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covensate for national use and non-uniform covensates with limited and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

"vriedorq" and as insmiritant viruses and in of berrefer at gatogener as the "Property" fixfures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security TOCETHER WITH all the improvements now or hereafter efected on the property, and all easements, appurtenances, and

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 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, 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 damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not eccatorically 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 an over within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the incorance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instance, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrov er 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 accuired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition chall 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 Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Prope ty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy in a Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in wating, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrover's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing he action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate into mation 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 represents 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 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

Page 3 of 6

-6R(IL) (9608)

Form 3014 9/90

DPS 1091





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

prepayment charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower Lender may choose to make this tefund by reducing the principal owed under the Note or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finelly interpreted so that the interest or other loan charges collected or to be collected in connection with the 13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges.

make any accommodations with regard to the terms of this Security Instrument or the Note without that. to . ower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to c. end, modify, forbear or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mart, age, grant and convey that paragraph 17. Borrower a covenants and agreements shall be joint and several. Any Borr cu at who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Lourons, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers and expressions of this

exercise of any right or remedy.

successors in interest. Any forbearance by Lender in exercising any right or remady shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commence protectings against any successor in interest or refuse to exit ad time for payment or otherwise modify amortization not operate to release the liability of the original Borrower or Borrow art, successors in interest. Lender shall not be required to of amortization of the sums secured by this Security Instrument gran 1 by Lender to any successor in interest of Borrower shall 11. Borrhwer Not Released; Forbearance By Lender No. a Waiver, Extension of the time for payment or modification

postpone the date of the monthly payments referred to in graphs! I and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not the dies.

Lender is suitherized to collect and apply the procees, at its option, either to restoration or repair of the Property or to the sums award or settly a claim for damages, Borrower Luis to respond to Lender within 30 days after the date the notice is given,

If the Property is abandoned by Bor owe; or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sums secured by this Serariv Instrument whether or not the sums are then due. taking, unless Borrower and Lenner otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property inim. Lately before the taking is less than the amount of the property inimediately before the before the tuking. Any balan c shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured inmediately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument and the reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument it an ediately, before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of he Property immediately before the taking is equal to or greater than the amount of the sums secured by this whether or are the with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender.

condemnstion or other taking of any part of the Property, or for conveyance in lieu of condemnstion, are hereby assigned and 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection 9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law. the premiums required to maintain mortgage manrance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is oblained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

97-002940

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 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 now 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 Kight 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 einstatement) 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 tue 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' 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 it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Porrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under 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, lawfair or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 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 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

Initials: LAN

Porm 3014 9/90 Page 6 of 8 Porm 3014 9/90		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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	i recolued with it.	n any rider(s) executed by Borrower and Witnesses:
bns and covenants contained in this Security Instrument and	amps and of seerga but siges a	BY SIGNING BELOW, Borrower
ider Cacond Home Rider	Rate Improvement B Other(s) [specify]	19pp[AV [3]
ppment Rider Biweekly Payment Rider	Planned Unit Develo	Graduated Paymont Lider Balkoon Rider
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(a) were a part of this Security Instrument.	IDDII OM VI CE PROUTE POOR CARA	[Cneck applicable bo. (e.)]
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executed by Borrower and recorded together with this	unient. If one or more riders	24. Riders to this Security Instr
ad exemption in the Property.	wer warves all right of homeste	croed Besiese of Homestead. Borro
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THE THE HOUSE WISA LESING IN SECRETATION OF THE SIMUS	Milleyk am am aroso ro ro moore kisibir vd sukolbstol	secured by this Security Instrument.
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the default; (b) the action required to cure the default;	The notice shall specify; (a)	applicable law provides otherwise).

RIDER - LEGAL DESCRIPTION

LOT 1 IN MCCARTHY'S RESUBDIVISION BEING A RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AIRD.

Proposition of Cook Colling Clark's Office

14-20-319-041-0000

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

97-002940

THIS ADJUSTABLE RATE RIDER is made this 9TH day of JULY , 1997 , 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 PRISM MORTGAGE COMPANY

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

1213 WEST ROSCOE AVENUE, CHICAGO, ILLINOIS 60657

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

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

A. INTEREST RATE AND MOI'THLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.3750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMEN! CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST 1, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 con tant 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 TWO AND THREE FOURTHS percentage point(s) (2.7500 %) 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 - Fannie Mae/Freddie Mac Uniform Instrument

MP-8228 (#108).02

VMP MORTGAGE FORMS - (800)521-7291

Form 3111 3/35

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