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Prepared by:

**AURORA NATIONAL BANK** 2 SOUTH BROADWAY AURORA, ILLINO'S 60505

LOAN NO. 25053

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 16, 1997 DELORIS BANKS AND CLIFTON STIFF, PORTED DECEMBER OF NOT CORNEL CONTROL あくしょうしゅ CD そうしん

("Borrower"). This Security Instrument is given to AURORA NATIONAL BANK,

which is organized and existing under the laws of 2 SCUTH BROADWAY

AURORA, ILLINOIS 60505

FIFTY-SIX THOUSAND AND CO/100

, and whose

Lender"). Borrower owes Lender the principal sum of

56,000.00 Pollars (U.S. \$

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 JAWARY 1, 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 coverants 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 COOK

LOT 42 AND LOT 41 (EXCEPT THE SOUTH 16 FEET OF SAID LOT 41) IN BLOCK 8 IN THE W.O. COLES SUBDIVISION OF THE NORTH 90.37 ACRES OF THAT PART OF THE N/E 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

25-05-21-049

Parcel 1D #:

which has the address of 8915 SOUTH ABERDEEN,

CHICAGO

[Street, City],

60620 Illinois

[Zap Code] ("Property Address");

ILLINOIS, Single Family FNMA/FHLMC UN FORM tottaln 200 INSTRUMENT Form 3014 9/90

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### LOAN NO. 25001 UNOFFICIAL COPPORTING

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:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly montgage insurance 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 foan may fequire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leaser amount. If so, Lende, may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Finds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or o herwise in accordance with apolicable law.

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for no'ding and applying the Funds, annually analyzing the escrow account, or verifying the liserow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender 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 with 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 Fends 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 Bor over in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall move up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of af sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property. Lender prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit realist the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lend ander 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. Chargest 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 ob igation secured by the lien in a manner acceptable to Lender; (b) comests 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

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this Security Instrument, Lender may give Borrower a notice identifying the ben. 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 damage. 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 assert within 30 cays a notice from Lender that the insurance catrier has offered to settle a claim, then Lender may collect the last care 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 late of the mountly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is acquire? by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Projecty 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 Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property at Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy it e Property as Borrower's principal residence for at least one year after the date of occupacy, unless Lender otherwise agrees in vriting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's portrol. 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 therae, 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 Borr wer'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 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 of this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower accures we 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), ther 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. Inless 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

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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 will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then take, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Securit, Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, exist, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower hads to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, as 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 principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Voiser. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's occessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrover, subject to the provisions of paragraph 17. Borrover's covenants and agreements shall be joint and several. Any Borrover who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to morngage 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 goodify, 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 maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the 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

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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 exacises 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. It is prover 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 histogenetic discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for total attenuent) 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 the ander this Security Instrument, and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's object in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Spon 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 Note (together with this Security Instrument) may be sold one or more times without prior notice to florrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If note 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 any circ 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, laws at 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. It 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

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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.

- 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 Homestend, Borrower waives all right of homestead exemption in the Property.

	e riders are executed by Borrower and recorded together with this the rider shall be incorporated into and shall amend and supplement the rider(s) were a part of this Security Instrument.
	nit Development Rider Biweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower accepts and agrees to	the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it. Witnesses:	
Bus derice million	JELORIS BANKS - Horrower
	CLIFION STIFF (Seal) Borrower
(Scal	
STATE OF ILLINOIS,  1. ( ) ( ( ( ( ) ( ) ( ) ( ) ( ) ( ) ( )	a Notary Public in and for said county and state do hereby certify
that DELORIS BANKS AND CLIFTON STIFF	Mally human of the same
subscribed to the foregoing instrument, appeared before me the signed and delivered the said instrument as  Given under my hand and official seal, this  My Commission Expires:	, personally known to me to be the same person(s) whose name(s) is day in person, and acknowledged that the control of the con
	. 7

May Ampires 03/24/2001

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Account	No.:	25001	

# ADJUSTABLE RATE RIDER (LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) RATE CAPS)

This AD CYTABLE RATE RIDER is made this 16th day of DECEMBER.
1997 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed
of Trust or Security Deco (the "Security Instrument") of the same date given by the undersigned (the
"Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
AURORA NATIONAL BANK
(the "Lender") of the same date and covering the Property described in the Security Instrument and
located at:
8915 S ABERDEEN CUICAGO, ILLINOIS 60620
[Property Midrocs]

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 AND 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 covenant and agree as follows:

#### 1. INTEREST RATE AND MONTHLY CHANGES.

This Note provides for an initial rate of 13.50 % (the "Initial Rate"). The Note provides for changes in the interest rate and the monthly payments as follows:

This Note is not payable in installments of equal amounts. Larger installments may be due as provided herein. The interest rate in effect on the date of this Note ("Initial Rate")

MULTISTATE RIDER TO 1ST ADJUSTABLE RATE SECURITY INSTR. 6/6 OR 1/6 PROGRAMS (9/9/77) [REPLACES FAMA/FILMC ADJUSTABLE RATE RIDER (FORM 1938-6/94)] PAGE LOF 6

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is 13.50 % per year, which, except for odd days' interest, if any, will be applied to a 360 day year consisting of 12 months with 30 days each.

The interest rate I will pay may change on the 1st day of <u>JANUARY</u>, 2569, and on that day every 6th month thereafter. Each date on which my interest rate could counte is called a "Change Date."

Beginning, with the first Change Date, the interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the Lordon market ("LIBOR") as published in The Wall Street Journal "Money Rates" table. The "Current Index" is the most recent Index value available as of the date forty-five (45) days before each Change Date if such date falls on a Friday or if such date does not fall on a Friday, then the "Current Index" is the most recent Index value available as of the Friday immediately preceding the date forty-five (45) days before each Change Date. Before each Change Date, the Note Holder will calculate the new observest rate, which, except for any odd days' interest upon prepayment in full, will be applied to a 360 day year consisting of 12 months with 30 days each, by adding 9.40 percentage points (the "Margin") to the Current Index. When a new rate is determined, the rate will be rounded to the nearest 1/8%. The Note Holder will then determine the amount of the level monthly payment that will be sufficient to repay the then unpaid principal in full by the maturity date of this Note, assuming that all felinquent payments are made and that all future payments are made when due.

At the first Change Date, the interest rate will not be increased to more than 3.00 percentage point(s) above the Initial Rate (or decreased to less dvn one (1) percentage point below the Initial Rate if this loan is a 6 month LIBOR Index loan with a 24 month discounted initial rate) and, at all subsequent Change Dates, the interest rate will never be increased or decreased on any single Change Date by more than one (1) percentage point from the rate of interest charged during the preceding six (6) months. The interest rate will never be greater than 19.50 percent per year, nor will it ever be less than the Initial Rate (or one (1) percentage point below the Initial Rate if this loan is a 6 month LIBOR Index loan with a 24 month accounted initial rate) during the entire term of this loan and at no time during the term of this loan val the rate be increased above the rate permitted by law. The new interest rate will become effective on the Change Date. The new monthly payment will begin on the first monthly payment date after the Change Date and will remain in effect until the monthly payment changes again. The Note Holder will deliver by mail to me a notice of any change in the interest rate and the amount

MULTISTATE RIDER TO 1ST ADJUSTABLE RATE SECURITY INSTR. 6/6 OR 2/6 PROGRAMS (9/6/97) [REPLACES FRMATHLING ADJUSTABLE RATE RIDER (FORM JUS 6/99)] PAGE 2 OF 5

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of the new monthly payment at least twenty-five (25) days before the effective date of any payment change. The notice will include information required by law and possibly certain other information as well.

Except in the case of a Current Index and Margin less than the Initial Rate for one (1) percentage point below the Initial Rate if this loan is a 6 month LIBOR Index loan with a 24 month discounted initial ratef and subject to the one (1) percentage point limitation on rate decreases asscribed above, rate decreases will be mandatory upon decreases in the Index determined on Change Dates but rate increases based on increases in the Index will be optional with the Note Holder. However, the fact that the Note Holder may not have made a permissible increase in whole or my part will not be considered a waiver of the Note Holder's right subsequently to make any other permissible increase within the limits stated in this Section 4.

Adjustments in the rar, will be given effect by changing the dollar amounts of the remaining equal monthly installar access that the total amount due under this Note will, if all delinquent payments are made and all future payments are made when due, be paid by the original maturity date of this Note. As street in Section 2, however, interest will accrue until payment in full is actually made.

2. Except in the state of New York, in the preamble of the Security Instrument the seventh sentence is amended in parts (a) and (b) by inserting the words———at a rate which may vary from time to time," after the words "with interest"

In the state of New York, the definition section of the morgage is amended in part (D) by inserting the words "... at a rate which may vary from time to time " after the words "plus interest."

MULTISTATE RIDER TO 1ST ADJUSTABLE RATE SECURITY INSTR. 6/6 OR #6 PROGRAMS (9/8/97) [REPLACES FNMA/FILMC ADJUSTABLE RATE RIDER (FORM 1/13/6/94)]

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The paragraph of the Security Instrument entitled, "Application of Borrower's Payments" or alternately "Application of Payments", is hereby deleted in its entirety and replaced with the following language:

#### "APPLICATION OF BORROWER'S PAYMENTS

Unless applicable law provides otherwise, Lepder will apply each of Borrower's regular monthly payments upler the Note and under this Mortgage/Security Instrument first to accrued and unpaid interest under the Note, as if the payment is made on its due date, regardless of when the payment is actually received and the remainder, if any, to the unpaid principal balance under the Note. Any late charges, collection costs and expenses, dishonored check charges and payments made by Lender to efforce the Note and/or to protect Lender's interests under this Mortgage/Security Instrument will be assessed separately to the fullest extent permitted by law."

The paragraph of the Security Instrument regarding Borrower's Obligations to Occupy, Maintain and Protect the Property is beteby amended by adding the following language after the second sentence: "Borrower will no permit the Property to be used in connection with any illegal activity." and by deleting the following language (if applicable): "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 and determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the hen created by this Security Instrument or Lender's security interest."

New York: The paragraph of the Security Instrument "garding "Borrower's Obligations to Maintain and Protect the Property is hereby amended by a ding the following language after the second sentence; "I will not permit the Property to be used to connection with any illegal activity," and by deleting the following language (if applicable):

"I may correct the default by obtaining a court ruling that dismisses the legal action or proceeding, if Lender determines, in good faith, that this court ruling prevents forfeiture of my interests in the Property and also prevents any material impairment of (i) the lieu created by this Security Instrument or (ii) Lender's rights in the Property—If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Pragraph 18 below, even if Lender has required immediate payment in full."

MULTIST VTE RIDER TO 1ST ADJUSTABLE RATE SECURITY ISSER. 66 OR 2/6 PROGRAMS (9-8/97) [REPLACES ESMA/FILMC ADJUSTABLE RATE RIDER (FORM 2138-6/94)] PATE LOF 6

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- 5. Unless required by applicable law, the paragraph of the Security Instrument entitled, "Borrower's Right to Reinstate" or alternately "Borrower's Right to Have Lender's Enforcement/Lawsult Discontinued", is hereby deleted in its entirety.
- 6. Galess prohibited by applicable law, the paragraph of the Security Instrument entitled, "Acceleration; Remedies" or alternately "Lender's Rights if Borrower Fails to Keep Promites and Agreements", is hereby supplemented by adding the following provisions:

Additionally, Leader may require Immediate Payment In Full of the entire amount remaining unpaid under the Note and this Security Instrument, if

- (1) On application of Lender, two or more insurance companies licensed to do business in the State in which the Property is located, refuse to issue policies insuring the buildings and improvements on the Property or
- (2) Borrower fails to make not payment required by a senior mortgage, deed of trust, deed to secure deot or other security instrument encumbering or affecting the Property or fails to keep any other promise or agreement is any senior mortgage, deed of trust, deed to secure debt or other security instrument encumbering or affecting the Property; or
- (3) Any representation made or information given to Lender by Borrower in connection with Borrower's application for the loan evidence. I by the Note is false or misleading in any material respect.

Unless otherwise required by applicable law, Borrower, lose ading to be legally bound, bereby affirmatively waives any right to re-nstatement or application have Lender's enforcement/lawsuit for foreclosure and sale discontinued.

MULTISTATE RIDER TO IST ADJUSTABLE RATE SECURITY INSTR 6-6 OR 2/6 PROGRAMS (9-8/97) [REPLACES FEMILYPILMC ADJUSTABLE RATE RIDER (FORM 3)38 6/94]

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7. At the end of the Security Instrument a new paragraph is added as follows:

#### "FORCE PLACED INSURANCE:

Unless Borrower provides Lender with evidence of insurance coverage, for any type of insurance that is required by the Lender. Lender may purchase insurance at Borrower's expense to protect Londer's interests in Borrower's collateral/real property. This insurance may but need not protect Londower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes of may claim that is made against Borrower in connection with the collateral/real property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance. If Lender purchases insurance for collateral/real property, Borrower will be responsible for the costs of that insurance, including interes and any other charges that the Lender or the insurer may impose in connection with the placemen, of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be acceded to Borrower's total outstanding balance or obligation. The costs may be more than the cost of insurance that Borrower may be cole to obtain on his/her own.

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MULTISTATE RIDER TO 1ST ADJUSTABLE JATE SECURITY INSTR. 6/6 OR 2/6 PROGRAMS (9/8-97) [REPLACES FNMA/FIII-MC ADJUSTABLE FATE RIDER (FORM 31DE 6/944]

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