97000474

AFTER RECORDING RETURN TO: GreenPoint Mortgage Corp. ATTN: Final Documentation P.O. Box 37168 Charlotte, NC 28237-7168

DEPT-G1 RECORDING

\$39.00

T#0011 TRAN 4869 01/02/97 07:56:00

\$7899 \$ KP #-97-000474

COOK COUNTY RECORDER

Prepared by: RHONDA Y. WILLIAMS

2798585

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

DECEMBER 26, 1996

. The mortgagor is

BARBARA J. RODSETH, A SIMULE PLESON

("Borrower"). This Security Instrument is given to GreenPoint Mortgage Corp.

which is organized and existing under the laws of

ILLINOIS

and whose

address is 5032 Parkway Plaza Boulevard, Building &.

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

Charlotte, MC 28217 ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND CO/100

Dollars (U.S. \$ 192500.00

This debt is evidenced by Borrower's note dated the same date as this Security I istralness ("Note"), which provides for monthly JANUARY 03, 2027 payments, with the full debt, if not paid earlier, due and payable on Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with parest, and all recewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under cargraph 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, Berrower does hereby mortgage, grant and convey to Lender the following acribed property located in County, Illinois:

THE SCUTH 25 PERT OF LOT 14 IN BLOCKS IN KERNEY'S ADDITION TO RAVENSHOUT IN SECTIONS 7 AND 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD SHINCIPTAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-07-422-022 VOLUME: 476

BOX 169

STITLE

[Zip Code] ("Property Address");

Parcel ID #:

which has the address of 4809 N HERMITAGE AVENUE

Illinois 60640

CHICAGO Street, Chy

ILLINOIS - Single Family - FNNA/FHLMC UNIFORM INSTRUMENT Form 3014 2/20 Amended 5/91

-6H(IL) (9608)

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VMP #OHTGAGE FORMS - (800)521-7291

Armoson,

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 unexcumbered, 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 moregage insurance premiums, 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 Porrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable la v.

The Funds sixil be held in an institution who a 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 holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow 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 Postower any interest or earnings 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 Fands are pledged as additional security for all sums secured by the 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 arount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when die, Lender may so notify Borrower in arising, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall equire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply say 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 Le der 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in tien 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 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 far 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 law otherwise provides, the proceeds shall be applied to the sums secured by this Security in strument whether or not the sums are then due.

If the Property is ahandour, by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or senie a claim for damage, Porrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 11. Borrower Not Released; Forbearance Av Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Is strument granted by Lender to any successor in interest of Borrows shall not operate to see ase the liability of the original Borrows or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or cruse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any decread made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability, it 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 Borrow er nay agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note wingent 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 call toted 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 enfunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Lzw; 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.

Initials: 1/20 Form 3014 2/20

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then wordo be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable att meys' 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 unclassed. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remais fully effective as a 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 Service. 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 Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly paymen's due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with yar graph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to why it payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause of proprie the presence, use, disposal, slodge, or release of my Hazardous Substances on or in the Property. Borrower shall not do, for allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two senter a shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally accomized 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 Vignardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic 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 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. Leader shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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2798585

22. Release. Upon payment of all sums secured by this Security Instrument, Leader shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 24. Riders to this Security Instrument. If one or more riders 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. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider x 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider **Balloon Rider** Rate Improvement Rider Second Home Rider VA Rider Other(s) [specify] BY SIGNING BELOW, Bone we accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and experied with it. Witnesses: (Scal) -Borrower (S⇔1) -Borrower (Scal) (Scal) -Borrower -Burrower , a Notary Public in and for and county and state do hereby certify that

, personally known to me to be the same person(s) whose name(s)

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed and delivered the said instrument as her free and voluntary ach for the uses and purpose therein set forth

Given under my hand and official seal, this

day of

My Commission Expires:

MICHELLE E CROCKET No Public NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 11/10/2000

1-4 FAMILY RIDER

2798585

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20TH day of DECEMBER, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

GreenPoint Mortgage Corp.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4809 H HERY TAGE AVENUE, CHICAGO, IL 60640

[Property Address]

1-4 FAMILY COVENENTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or bereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguisting apparatus, security and access control apparatus, plumbing, both tubs, water heaters, water closets, sinks, ranges, forces, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabiness, panelling and attached ficor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and rarein a part of the Property covered by the Security Instrument. All of the foregoing together with the Property descript in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrow: sizell not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written per nission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in color to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

Form 2170 1/13

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Page 1 of 2 VMP MORTGAGE FORMS - (800)521-7291 initials:...ff.



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G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Bents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Ruots due and impaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of traing control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to pover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument purpose to Uniform Covenant 7.

Bosrower represents and warrants that Bosrower has no executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from cartesing its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to do rower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Cander. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are used in full.

L CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions combined in this 1-4 Family

Rider.	· C
BARBARA J. ROUSETH BORROWER -BORROWER	(Seal)
(Soil) -Barrower	(Scal) -Borrower
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十二年十五日 1987年 1987年 東大学

Form 3170 3/93

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 20TH day of December , 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

GreenPoint Mortgage Corp.

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

4809 N HERMITAGE AVENUE, CHICAGO, IL 60640

[Frequenty Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN TOZ INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January , 1998, 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 "National Average Contract Mortgage Rate for the Purchase of Previously Occupied Homes by Combined Lenders," as made available by the Federal Housing Finance Board.

The most recent Index figure available as of the date 45 days before each Change Case is called the "Current Index."

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

(C) Calculation of Changes

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

Three percentage point(s) (3.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one quarter of one percentage point (0.25%). Subject to limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Muhistate Adjustable Rate Rider Z89981 Rev. 11/10/95 Page 1 of 2

initials: <u>EL</u>. 2798585

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The Note Holder will the	determine the amount of the monthly payment that would be sufficient to repay the
ambana hameribar mes r sen ext	petited to owe at the Change Date in full on the Mahmity Date at my new interest rate in
substantially equal payments.	The result of this calculation will be the new amount of my monthly payment

-been broaden mer i em expecter m oue	at the Change Date in 1th on the Manning Date at my new interest rate
ibstantially equal payments. The result of	this calculation will be the new amount of my monthly payment
(D) Limits on Interest Rate Changes	was on the most of the house of the handlest
(n) runnin on mittien wate Cultifie	

My interest rate will never be increased or decreased on any single Change Date by more than percentage point(s) (2 %) from the rate

of interest I have been paying for the preceding twelve months.

During the term of the loan the interest rate will not increase to a rate higher than Twelve and 3/4

12.750 %) ("Maximum Rate") or

Twelve and 3/4 percentage point(s) (decrease to a rate lower than Six and 3/4

percentage point(s) (6.750 %) ("Minimum Rate"), provided that if my initial Interest Rate is less than the Minimum Rate, my interest rate will not decrease below the Minimum Rate after the rate has reached or exceeded the Anaimson Rate by regular adjustments.

(E) Effective Page of Changes

My new interestrate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes'

The Note Holder will deliver or 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 as be given me and also the title and teleptrate number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY GRA BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrumer's amended to read as follows:

Transfer of the Property or a Beneficial Interest in Porrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Fortower is sold or transferred and Botrower is not a natural person) without Lender's prior written consent, Leade, may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this ortion shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Sender also shall not exercise this option if. (a) Borrower causes to be submitted to Leader information required by a pilor to evaluate the introded transfered as if a now loan were being made to the transferrer, and (b) Lander reasons by determines that Lander's scentify will not be impelied by the loan-re-supplier and that the risk of a breach of instrument is acceptable to Londor.

To the extent permitted by applicable law, Lender may charge a reasonable to a conficient to Lender's consent to the four assumption. Lender may also require the transferre to sign an assumption and concentrate is acceptable to bender and that obligates the transferor to keep all the promises and agreements are a in the stote and in this Security Instruments Borrower will on Londor releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 relivered 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

Rate Rider.	
HARBARA J. RODSETH -BOUTOWER	-Borrower
(Seal) -Borrower	-Borrower
** ** * * * * * * * * * * * * * * * * *	

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