ACCREDITED HOME LENDERS

Of Her

15030 AVENUE OF SCIENCE, SUITE 100

SAN DIEGO, CALIFORNIA 92128

DEPT-01 RECORDING \$37.50 T10004 TRAN 2307 01/10/97 14:08:00 47659 1 F #7-97-024:333 COOK COUNTY RECORDER

97024000

. (Space Above This Line For Recording Data) ...

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 3, 1997
The mortgagor is FRANCES J. GESKE AND PHILLIP C. GESKE, AS TRUSTEES,
U/T/A/D MARCH 15, 1992, AND KNOWN AS TRUST NUMBER 9291583

("Borrower"). This Socurity Instrument is given

to ACCREDITED ROME LENDERS INC. . A CALIFORNIA CORPORATION

which is organized and relating under the laws of CALIFORNIA and whose address is 150% AVENUE OF SCIENCE, SUITE 100, SAN DIEGO, CALIFORNIA 92128

("Lender").

Borrower owes Lender the principal rum of ONE HUNDRED FIVE THOUSAND AND NO/100----Dollars (U.S. \$ 105,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for menthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 15, 2027. This Security Instrument secures to Lander: a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications (I the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK.

LOT 13 IN BLOCK 10 IN RANDVIEW HIGHLANDS DEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH RANGE 11, EATS OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03:34-109-010

which has the address of 603 NORTH FAIRVIEW AVENUE, MOUNT PROSPECT

Illinois 60056
(Zip Code)

("Property Address");

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

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/20 (rege 1 ef 7)

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"Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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 Londor covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any propayment 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 Londer or 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 ever this Security Instrument as a lien on the Property; (c) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, if any; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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." Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage lean may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as am unced from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sees a lessor amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lessor amount. Londer may estimate the amount of Funds due on the basis of current data and reasonable estimate, of expenditures of future Escrow Items or otherwise in accordance with applicable 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 Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for helding 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 regions. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lander exceed the amounts permitted to be held by applicable in a Londer shall account to Berrower for the excess Funds in accordance with the requirements of applicable in a fithe amount of the Funds held by Londer at any time is not sufficient to pay the Escrew Items when due, Londer may so notify Berrower in writing, and, in such case Berrower shall pay to Londer the amount necessary to make up the deficiency. Berrower shall make up the deficiency in ne more than twelve monthly payments, at Londer's sole discretion.

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

3. Application of Paymonts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late

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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: (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, I ander 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 Frogery 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 prid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has effected to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or ristore 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer 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 as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any 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 the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes 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 information or statements to Lender (or failed to provide

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Lendor with any material information) in connection with the lean 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 Londer agrees to the murgor in writing,

7. Protection of Londor's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Londor's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfolture or to enforce laws or regulations), then Londor 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 Londor may take action under this paragraph 7. Londor 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 Londor agree to other terms of payment, those amounts shall be interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lorder to Borrower requesting payment,

- 8. Mortgage Lourance. If Lender required mortgage insurance as a condition of making the lean secured by this Security Lastrumont, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Londer lapses or ceases to be in offect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage in surance 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 ir effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Less reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the coop int and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Berrower 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 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 Lendor.

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

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

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Unless Londer 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 Roleaned; Forbearance By Lender Not a Waiver. 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 successors in interest. Londor 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 rouson of any domand made by the original Borrower or Borrower's successors in interest. Any forboarance by Londor in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remody.
- 12. Successors and Assigns Bound; Joint and Soveral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Berrower 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 Berrower'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 Londor and any other Borrower may agree to extend, modify, forboar or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consont.
- 13. Loan Charges, If the been 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 Berrower which exceeded per nitted limits will be refunded to Berrower. Lender may choose to make this refund by reducing the principal own, under the Note or by making a direct payment to Berrower. If a refund reduces principal, the reduction will be areated as a partial propayment without any propayment 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 Borrowe, designates by notice to Lender. Any notice to Londor shall be given by first class mail to Londor's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Socurity Instrument shall be deemed to have been given to Berrower 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 previolen. 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 Berrower, if all or any part of the Property or any interest in it is sold or transforred (or if a beneficial interest in Berrower 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 3 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

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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 Londer all sums which then would be due under thisSecurity 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 rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the 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 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 of 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 use and to maintenance of the Property.

Borrower shall promptly give Londor written notice of any investigation, claim, domand, lawsuit or other action by any governmental or rigilatory agency or private party involving the Property and any Hazardous Substance or Environmental Lew of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulace.; 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, kerosone, other flammable or toxic petroleum products, toxic posticidos and herbicidos, volutile selvents, materials containing asbestes or formaldehyde, and radioactive materials. As used in this paragreed 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located the rolate to health, safety or environmental protection.

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

21. Acceleration; Remedies, Lender shall give notice to Borrower polor 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: (e) 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 of or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclesure 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 forcelesure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclesure. If the default is not cured on or before the date specified in the notice, Londor at its option may require immediate payment in full of all sums secured by this Ca Security Instrument without further domand and may forcelese this Security Instrument by judicial proceeding. Londer 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. Rolease. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. Waiver of Homestead. Borrower relinquishes all right of power and waives all right of homestead

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and distributive share in and to the Property. Borrower waives all right of homostead exemption as to the

Proporty.

24. Riders to this Security I together with this Security Instrume and shall amend and supplement the were a part of this Security Instrumation [Check applicable box(es)]	ent, the covenants and egre	d agreements of each	
<ul> <li>☒ Adjustable Rate Rider</li> <li>☐ Graduated Payment Rider</li> <li>☐ Balloon Rider</li> <li>☐ Other(s) [specify]</li> </ul>	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider		☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider
BY SIGNING BELOW, Bo Security Instrument and in any rid			nd covenants contained in this /ith it.
Witnesses:			
termen ( Leene	Lu to (Soal)	Jallio C	Mashe trungent
FRANCES J. DUESKE, TRUST			SKE, TRUSTEE Borrower
Social Security 337 - 07 - 61	96	Social Security 343	3 - 42 - 1734
	(3-61)		(Seal) Borrower
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Social Security		Social Socurity	
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STATE OF HILINOIS,	See Da Notory Publ	lie in and for said cou	<b>Multy 88:</b> Try or i state de hereby cortify
that Trances C. Geske, Ir	T. Geske	-, treater	are shelles.
C. Jeneske, C.	, personally k	nown to me to be the	samo porson(r, v/hose name(s)
subscribed to the foregoing instrum	ent, appeared before	me this day in persor	i, and acknowledged that
free and voluntary act, for the uses		said instrument as	Kheen
Given under my hand and officie	il seal, this	y of Junea	1997.
	AN F. DEPKON	Jana Ca	11
January 18 Modern	y Public, State of Illinois y Commission fixpires May 13, 1999	Notary Pholic	Hopkon_
This Instrument, was planared by:			

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

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7024333

LOAN NO. 2365203

#### ADJUSTABLE RATE RIDER

(LIBOR Indox - Rute Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of JANUARY, 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 "Berrower") to secure Berrower's Adjustable Rate Note (the "Neto") to ACCREDITED HOME LENDERS INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 603 NORTH FAIRVIEW AVENUE, MOUNT PROSPECT, ILLINOIS 60056

(Property Address)

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12.000 %. The Note provides for changes in the 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 15th day of JULY, 1997, and on that day every sixth month thereafter. Eac't 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 vill be based on an Index. The "Index" is the average of interbank effered rates for six-month U.S. dollar-accominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The more recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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 SEVEN AND 7/10---- percentage points (7.700 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest of 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.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family - FillMC - C month Libor REF30455-13/96 Page 1 of 2

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**(D)** Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.000 %. Thereafter, my interest rate will never be increased % or loss than or decronsed on any single Change Date by more than ONE AND ONE/HALF-----%) from the rate of interest I have been paying for the proceding six menths. My interest rate will never be greater than 19,000 %, or less than 12,000

Effective Date of Changes

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

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

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

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

If Londor exercises the option to require immediate payment in full, Londor 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 falls to pay these sums prior to the expiration of this period, Londor may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrowor.

ts and agrees to the terms and covenants contained	BY SIGNING BELOW, Borrower accepts in this Adjustable Rate Rider.
PHILLIP C. GESKE, TRUS PER Borrower	FRANCES J. OBOKE, TRUSTEE HOPPOWOF
(Son!) Borrower	(Son)) Borrower
(Soal) Norrower	(Soal)

Property of Coot County Clark's Office