WHEN RECORDED MAIL TO

97152779

WALSH SECURITIES, INC. 4 CAMPUS DRIVE PARSIPPANY, NJ 0705

Loan Number: 770995

DEPT-DI RECORPINE

**\$39.58** 

140010 TRAN 7420 03/06/97 09:54:00

#8776 + CJ #-97-152?79

COOK COUNTY RECORDER

ISPACE ABOVE THIS LINE FOR RECORDING DATA!

#### **MORTGAGE**

24, 1997 THIS MORTGAG' ( Security Instrument') is given on February The mortgagor is XRXXX PAREXXMARRIEDXXMA LUCILLE HALL, MARRIED LLA JAND R.L. HALL HER HUSBAND

("Borrower"). This Security Instrument is given to

DOLPHIN MORTGAGE OAK BROOK

which is organized and existing under the laws of ILLINIOS and whose address is 2301 WEST 22ND STREET SUITE 105. OAK BROOK IL 60521

("Leuder"). Borrower owes Leuder the principal sum of SIXTY-FOUR THOUSAND DOLLARS AND (00)100

154,000.00 ). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S.S. this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 01, 2027 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Romawer does hereby mortgage, grant and convey to Lendar the following described property located in County, Ilhnois: COOK

SEE LEGAL DESCRIPTION ATTACHED HERETO

41145 CTC

which has the address of

1934 DIVISION STREET

CHICAGO NEIGHTS (City)

Illinois

60473

("Property Address");

[Zip Code]

ELINOIS-Single Family -Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Form: 3014 9/90

GIDESE ITEM 1876 (9012)

(page 1 of 6 pages)



97150779

TOGETHER WITH all the improvements now or hereafter arected 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 seized of the estate hereby conveyed and has the right to grant and acconvey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will added the 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 Times and houseance. 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 ever this Security Instrument as a ken 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 mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph h, in keu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, critical and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for horrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to have, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, cellect 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 law.

The Funds shall be held in an institution sense 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 Borrowe, to pay a one sing 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 Fortower and 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 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 Porrower for the excess Funds in accordance with the requirements of applicable law. If he amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall may to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more time twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer 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 these on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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requires. The insurance carrier providing the insurance shall be chosen by Borrows 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 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 enurs paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, yestler or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Forrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition, wall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Maintagnee and Protection of the Property; Borrower's imp Application; Leaseholds, Borrower shall occupy, establish, and use its Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy (te) 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 coultrol. 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 offerwise enaterially impair the hen created by this Security Instrument or Lender's security interest. Borrower may cure such a default and seinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, precludes forfeiture of the Berrower's interest in the Property or other material impairment of the Sen 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 statement, to Lender (or failed to provide Lender with any material information, in connection with the loan evidenced by the Note, including out not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. We'vis Security Instrument in care leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasthold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Leader'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 nglits in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a firm which has priority over this Security Instrument, appearing in court, paying rea to table 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 Branch secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requising payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each mortia 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 sequires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the pictiums 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 ic- 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 of claim for images, direct or consequential, in connection with any Single Family Famile Mac/Freddie Mac UNIFORM INSTRUMENT Uniform Covenants 290 (page 3 of 6 pages)

condemnation or other taking of any part of the Property, or for conveyance in fieu of condemnation, are hereby emigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Liender 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 or not then due.

Unless Lender and Bornover 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. Burrower Not Released; Foregranace by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by the Security Instrument granted by Lender to any successor in interest of Borrower 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 chall not be a waiver of or proclude the exercise of any right or remedy.
- 12. Successors and Assigns Issand; Joint and Several Liability; Co-signers. The commants and agreements of this Security Instrument shall eind and benefit the successors and assign 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 purchastly obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forfear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Porrower'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 sume thready collected from Borrower which exceeded permitted limit, will be refunded to Borrower. Levier may thoose to make this refund by reducing the principal owed under the Note or by making a surfact payment to Borrower. If a sefund 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 witess 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 and to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the less 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. Borrewer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument
- 17. Transfer of the Property or a Beseficial 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, required immediate payment in fell of all sums secured by this Security Lecturent. 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 applied a period of mot 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

🔍 Single Family — Famile Mae/Freddie Mae UNIFORM INSTRUMENT — Uniform Covenants 9/90 (page 4 of 6 pages)

specify for reinstatement) before all of the Property pulsament to any sewer of all contained in this Security Instrument, or (b) lently of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the 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 Sen of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same 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 securition 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 soil 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 the 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 paragraph 14 above and applicable law. The notice will siste 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, glorage, 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+31d to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, law-nit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous 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 Favironmental Law.

As used in this paragraph 20, 'Hazardous sub-tances' are those substances defined as toxic or Savardous substances by Environmental Law and the following substances easoline, kerosene, other is sumable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, 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 harmover prior to acceleration following Borrower's breach of any covenant or avecement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides wherewise). The notice shall specify: (a) the default; (b) the colors required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Box; awer, by which the default what he cared; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by jadicial proceeding and sale of the Property. The notice shall rurthe afform Borrower of the right to relatate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or my other default or 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 Letroment without further demand and may forecless this Security Instrument by justical proceeding, Lender shall be excited to coliect all expenses incurred in pursuing the respective provided in this paragraph 21, including, buy not limited to, attorneys feets and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument. Leader shad relate this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. Security Instrument, the covenants and agrees the covenants and agreements of this Security [Check applicable box(es)]	nents (	of each such rider shall be incorporat	ed into and shall amend and supplement		
XX Adjustable Rate Rider		Condominium Rider	1-4 Family Rider		
Graduated Payment Rider		Planned Unit Development Rider	Biweekly Payment Rider		
Balloon Rider		Rate Improvement Rider	Second Home Rider		
Other(s) [specify] LEGAL D	escr	IPTION	_		
BY SIGNING BEI OW, Borrower accepts any rider(s) executed by Sorrower and records			tained in this Security Instrument and in		
Witnesses:		Dr. Clas	OD ACOUNTY		
90,	× C	Sucille To	ALL South Buttomer  (Seal)		
		ACOTA MAT	-Borrower		
STATE OF ILLINOIS.  L JANET HUFF  do hereby certify that XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	LUC	· ///	Public in and for said county and state,		
subscribed to the foregoing instrument, appear		nown to me to be the same person(s) ere me this day in person, and acknow	6.4		
and delivered the said instrument as	ŧ1	heir free and voluntary ad	ct, for the uses and purposes therein set		
forth.			O <sub>i</sub> s.		
Given under my hand and official seal	, this	24th day of Fel	bruary , 1997		
My Commission expires:	•	- mut he	7		
This instrument was prepared by  MICHELE MAZALA  (Name)	OFT JA ART FL	CIAL SEAL NET HUFF  A STATE OF BLECOM CON CONTROL 14-8001	Notary Public		
(Address)					

Form 3014 9/90 (page 6 of 6 pages)

ADJUSTABLE RATE LOAN RIDER
Loan Number: 770995
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A
PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN SIGHER PAYMENTS. DECREASES IN THE
INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
Words, numbers or prouses preceded by a \( \) are applicable only if the \( \) is marked, e.g. \( \)
This Rider is made this 24th day of February , 1997 . and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust, or Freed to Secure
Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note
to Dolphin Mortgage Cak Brook
(the Lenier) of the same date (the Note) and covering the property described in the Security Instrument and
(the "Leaves") of the same date (the Mote) and covering the property described in the Security institutions and
1934 DIVISION STREET, CHICAGO HEIGHTS, IL 60473
Gregory Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender
further covenant and agree as follows:
A. INTEREST RATE AND SCHEOULED PAYMENT CHANGES
(1) Initial Interest Rate
The Note provides for an "Initial Interest Rate" of 11.250 %. The Note provides for changes in the
interest rate and the scheduled payments.
(2) Change Plates
(2) Change Dates  Each date on which my interest rate could change is orded a "Change Date."
(You must that one box and fill in the appropriate information)
The Note interest rate may change on the first day of the rough beginning on March 1, 1999
and on the first day of the month every 6 months thereafter.
[ ] The Note interest rate may change on the day if the month beginning on
and on that day of the couth every months there-fier.
- The Note interest rate may change
and on every thereafter.
(3) The Index
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is:
the average of interbank offered rates for six-month U.S.
Dollar-denominated deposits in the London market ("LIBCR"), as
published in the Wall Street Journal.
published in the wait offeet boothat.
The most recent Index figure available as of the date 2 45 days 45 days days before each Change Date
is called the "Current index".
man at the Protest of the American indicates which there are comparable
If the Index is no longer available, the Note Helder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.
minimation. The More House with Kine we modes of time engine.
ADJUSTABLE RATE LOAN RIDER
Software Item 7347 (9111) Page 1 01 3

40.00.1.1.00				
(4) Calculation of Changes				
Before each Change Date, the Note Holder will o	calculate my new	interest (ate by a	lding	
Six And One-Half				
percentage points ( 6.500 %) to the Cur	rrent Index. The	e Note Holder wi	I then round the	result of this
addition to the nearest higher				
(You must check one box and fill in any appropriate	rounding value)			
of one-eighth of one percentage point (0.125%).	**			
	e percentage poi	nt (	<b>%</b> ),	
Subject to the limits stated in Section A(5) on page		-	•-	esta wetil the
text Change Date.	,		my new microsc	raic and the
The Note Helder will then determine the amou-	nt of the schools	lad marmant that a	nomba ka andesisaa	
Sensid session that I am manufal to the at the C	at or the americ	eu payment (nat	cerrie de antificient	to recay the
empaid principal that I am expected to owe at the C				
substantially of all payments. The result of this calcu	mizcion will be the	e new amount of n	iy scheduled payme	ent
(5) Lissis on inverest Rate Changes				
The interest rate from required to pay at the first	Change Date wi	Il not be greater ti	nan 14.25	0 %
or less than 11 250 %. Thereafter, my				
Date by more than Cale And One-Half	,		. company of Edy .	-mgrs Cuange
percentage point ( 1.500 %) from the rate of	of interest I have	hean naving for th	e mecedina action	<b>.</b>
(You must check one box and fill in the appropriate limit(s))		payag a	ie hieremaß beiter	-
My interest rate will never be greater than	,	<b>%</b> .		
				_
My interest rate will never be greater than	17.750	k or less than	11.250	<b>%</b> .
(6) Effective State of Charges				

# payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled payment changes again. (7) Notice of Changes

The Note Holder will deliver or viail to me a notice of any changes in my interest rate and the amount of my scheduled payment before the effective date of any change. The notice will include information required by have 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.

My new interest rate will become effective on each Change Date. I will pay the amount of my new acheduled

#### **B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that the law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

#### C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Sorrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

#### D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

ADJUSTABLE RATE LOAN RIDER

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Page 2 of 3

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By signing this, Borrower agrees to all of the above.

CRUDOUPPEZ RALL HALL

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ADJUSTABLE RATE LOAN RIDER
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#### LEGAL DESCRIPTION

LOT 16 IN BLOCK 7 IN BEACON HILLS, BEING A SUBDIVISION OF PART OF THE SECTIONS 19, 20, 29 AND 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 1960 AS DOCUMENT 17748392, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1934 DIVISION STREET, CHICAGO HEIGHTS, IL. 60473

PIN: 32-3-112-016