Prepared By OFFICIAL COPY

ACCREDITED HOME LENDERS INC.

97190965

15030 AVENUE OF SCIENCE, SUITE 100

SAN DIEGO, CALIFORNIA 92128

97 Yikk 20 AM 10: 14 RECORDING 41.00 MAIL 0.50 # 97190965

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 18, 1997 he mortgagor is MAURICE D. SMITH, A MARRIED MAN

("Borrower"). This Security Instrument is given to ACCREDITED HOME LENDERS INC., A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA and whose address is 15030 AVENUE OF SCIENCE, SUITE 100, SAN DIEGO, CALIFORNIA 92128

("Lender").

Borrower owes Lender the principal sum of SEVENTY-EIGHT THOUSAND AND NO/100-----

Dollars (U.S. \$ 78,000.00). This debt is evidenced by Borrower's note dated the 18'00 date as this Security Instrument ("Note"), which provides for

monthly payments, with the full debt, if not raid earlier, due and payable on APRIL 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK.

County, Illinois:

LOT 28 IN LITTLE'S RESUBDIVISION OF BLOCK 1 IN DERBY & WALLACE'S SUBDIVISION OF THAT PART SOUTH OF BARRY POINT POAD OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS,

PERMANENT INDEX NUMBER 16-13-115-024

COOK COUNTY
RECORDER
JESSE WHITE
ROLLING MEADOWS

which has the address of 211 SOUTH WHIPPLE STREET, CHICAGO

(Stroot)

(City)

Illinois 60612

(Zip Code)

97190965

("Proporty Address");

TOGETHER WITH all the improvements new or hereafter erected on the property, and all easements, appurtenances, and fixtures new 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 9/90

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"Proporty,"

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BORROWER COVENANTS that Borrower is inwfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and domands, 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; Propayment and Late Charges. Berrower 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 Lender on the day menthly 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; (o) 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." 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 Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amounted from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds set 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 law.

The Funds shall be held in an institution vincse 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 Borrower 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 Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, 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 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 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.

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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 ewed 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 Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Londer 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 less by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen by Lorrower subject to Londor's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Londor may, at Londor's option, obtain coverage to protect Londor's rights in the Property in accordance with paragraph ".

All insurance policies and renevals shall be acceptable to Londer and shall include a standard mortgage clause. Londer shall have the right to held the policies and renewals. If Londer requires, Borrower shall promptly give to Londer all receipts of paid promiums and renewal notices. In the event of less, Borrower shall give prompt notice to the insurance carrier and Londer. Londer may make proof of less if not made promptly by Borrower.

Unless Londer 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 Londer's security is not lessened. If the restoration or repair is not economically feasible or Londer'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 Londer that the insurance carrier has effected to settle a claim, then Londer may collect the insurance proceeds. Londer may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londor 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 a tragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londor, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londor to the extent of the sums secured by this Security Instrument immediately prior to the acquisition,

6. Occupancy, Proservation, Maintonance and Protection of the Property; Borrower's Lean 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 etherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circumstances exist which are beyond Borrower's central. 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 lean application process, gave materially false or inaccurate information or statements to Lender (or failed to provide

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Lender 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 Lender agrees to the merger in writing.

7. Protection of Londer's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any encunts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage incurance. 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 coases to be in effect, 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 previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage incurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance promium 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. Less recerve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the 1 mount and for the period that Lender requires) provided by an insurer approved by Lender again becomes avail (b)) 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 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. Condomnation. The proceeds of any award or claim for army gos, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Untrument 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 Londor to Borrower that the cendemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days after the date the notice is given, Londor 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Roleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or medification 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and 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 Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is maily interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law ruquires use of another method. The notice shall be directed to the Property Address or any other address Borrow's lesignates 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.
- 16. Governing Law; Severability. This Security Instrument shall be poverned by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Nove 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 ,

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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 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 enfercing this Security Instrument, including, but not limited to, reasonable atterneys' fees; and (d) takes such action as Londor may reasonably require to assure that the lien of this Security Instrument, London'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 Lean 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, If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with zaragraph 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 Systances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Sabatances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Preporty 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, demand, lawsuit 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 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: gaseline, keresone, other flammable or toxic petroleum products, toxic pesticides and herbicides, volulle selvents, materials containing asbestes or formuldohydo, 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 cove; ant and agree as follows:

21. Acceleration; Romedies. Londer 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: (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 on or confere 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 foreclosuze. 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 domand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

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 homestead exemption as to the Proporty. 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 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)] X Adjustable Rate Rider ☐ Condominium Rider X 1-4 Family Rider C Graduated Payment Rider Planned Unit Development Rider Biweokly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Witnesses: Ir Grey Morique South (Sonl) Horrower Social Security 360.52.574 333 - 58 -7994 Social Socurity (Soal) Borrowar Borrower Social Socurity ___ Social Socurity _ (Sonl) Borrower Social Socurity __ Social Socurity County na; STATE OF ILLINOIS, I, DAJIO E, JOHLS, a Notary Public in and for said county and state do horoby cortify and MAURICE D. SMITH AND TRACKY SMITH , 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 THEIR from and voluntary act, for the uses and purposes therein set forth, 1997 Civon under my hand and official soal, this 1874 day of MARCH

My Commission Expires:

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"OFFICIAL SEAL" DAVID E JONESNotary Public This Instrument was propared by MY COMMISSION EXPIRES 2/25/98

ILLINOIS · Single Family · FNMA/FHLMC UNIFORM INSTRUMENT 10020322.001-4-94

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WHEN RECORDED MAIL TO:

WHEN RECORDED MAIL TO:

ACCREDITED HOME LENDERS INC.

15030 AVENUE OF SCIENCE, SUITE 100 SAN DIEGO, CALIFORNIA 92128

[Space Above This Line For Recording Data] __

LOAN NO. 2654978

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of MARCH, 1997, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Socurity Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note 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: 211 SOUTH WHIPPLE STREET, CHICAGO, ILLINOIS 60612

(Property Address)

1-4 FAMILY COVENANTS. 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 row or hereafter 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, yas, water, air and light, fire provention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dimensions, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or nerenfter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing tog ther with the Property described in the Security Instrument (or the leasehold estate if the Security Location is on a leasehold) are referred to in this 1-4 Family Rider and Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Londor has the property of its zoning classification, unless Londor has the property of 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 permission.

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

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

F. BORROWER'S OCCUPANCY. 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 offset.

MULTISTATE RIDER - 1-4 Family - FNMA/FILMO UNIFORM INSTRUMENT REPOSSO, POL 1290

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G. ASSIGNMENT OF LEASES, Upon Londor's request, Borrower shall assign to Londor all loanes of the Property and all necurity deposits made in connection with leases of the Property. Upon the assignment. Leader shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lander's sole discretion. As used in this paragraph G, the word "lease" shall mann "subloase" if the Security Instrument is on a lonschold,

II. Assignment of Rents; appointment of Receiver; Lender in Possession.

Borrower absolutely and unconditionally assigns and transfers to Londor all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lander or Lunder's agents to collect the Ronts, and agrees that each tenant of the Property shall pay the Routs to Londor or Londor's agents. However, Borrower shall receive the Routs until (i) Londor has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (li) Lender has given notice to the tenant(s) that the Bents are to be paid to Lender or Lander's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If Londor gives notice of breach to Borrower: (i) all Routs received by Borrower sur! be held by Borrower as trustee for the benefit of Londer only, to be applied to the sums secured by the Encurity Instrument; (ii) Londor shall be entitled to collect and receive all of the Rents of the; (iii) Borcower agrees that each tenant of the Property shall pay all Rents due and unpaid to Londor or Londor's agents upon Londor's written domand to the tenant; (iy) unless applicable law provides otherwise, at Agents collected by Londer or Londer's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Routs, including, but not limited to, attornoy's foos, receiver's foes, promiums on receiver's bonds, repair and maintenance costs, insurance promiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lander, Londer's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Londor shall be entitled to have a receiver appointed to take possession of and margine the Property and collect the Rents and profits derived from the Property without any showing as it is inadequacy of the Property as security.

If the Rents of the Property are the sufficient to cover the costs of taking central of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indubtedness of Borrower to Leader abouted by the Security Instrument pursuant to

Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Ronts and has not and will not perform any act that went prevent Londer from exercising its rights

under this paragraph.

Londor, or Londor's agents or a judicially appointed receiver, shall not be required to enter upon, take control of ar maintain the Property before or after giving notice of default to Borrower. 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 derault or invalidate any other right or remedy of Lendor. This assignment of Ronts of the Property shall it in late when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under 4.3 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 Security Instrument.

this 1-4 Family Ridor.	s and agrees to the corms and provisions conserved t
Swam	Thory Mongue Snith
MAURICE D. SMITH	

MULTISTATE RIDER - 1-4 Family - FNMA/FHLMC UNIFORM INSTRUMENT 7190965

Property of Cook County Clark's Office

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps) LOAN NO. 2654978

THIS ADJUSTABLE RATE RIDER is made this 18th day of MARCH, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to 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: 211 SOUTH WHIPPLE STREET, CHICAGO, ILLINOIS 60612

(Proporty Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.990 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Chango Datos

The interest rate I will pay may change on the Lat day of OCTOBER, 1997, and on that day every sixth 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 average of interbank offered rates for six-menth U.S. deliar-denominated deposits in the London market ("LIBOR"), as published in The Vell Street Journal. The mest recent Index figure available as of the first business day of the menth 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 in text thich 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 Helder will calculate my new interest rate by adding SIX AND THREE/FOURTHS---- percentage points (6.750 %) to the Current Index. The Note Helder 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.

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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 11.490 % or less than 9.990 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND percentage point (1.500 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.990 %, or less than 9.990 %

(E) Effective Date of Changes

My new interest rate 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

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The Mote 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 as follows:

Transfer of the Property of 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 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 delivered or mailed within which Ber ower 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.

Sont)	Fraces Mongue South (Son)
MAURICE D. SMITH Borrower	Borrower
(Sani) Borrower	(Soni) Norrowor
(Sonl)	(Sonl)
	97190965

MULTISTATE ADJUSTABLE KATE RIDER - LIBOR INDEX - Single Family - FILMO — 0 month Libor REF20456.FGI-12/46

Form 3192 7/92 (Modified)

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