When Recorded Mail To

NATIONAL LENDING CENTER, INC.

700 W HILLSHOP BLVD, B1 #204

DEERFIELD REACH, FL 33441



97245722

9EPT-01 RECORDING \$37.50 T#9911 TRAM 6456 04/09/97 15:18:00 #1904 # KF #-97-245722 COOK COUNTY RECORDER

NATIONAL LENDING CENTER, INC. 700 W HILLSBORD BLVD, B1 #204

DEERFIELD BEACH, FL 33441

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

LOAN NO. 9617216

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 26
The mortgagor is NATHANIE'. NARDIMAN, A SINGLE MAN

("Borrower").

This Security Instrument is given to NATIONAL LENDING CENTER, INC.

which is organized and existing under the laws (1) THE STATE OF ILLINOIS address is 700 W HILLSBORO BLVD, B1 #204,

, and whose

DEERFIELD BEACH, FL 33441

Borrower owes Lender the principal sum of

FIFTY-SIX THOUSAND AND 00/100

("Lender").

Dollars (U.S. \$ 56,000.00). This debt is evidenced by Perrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 26, 2011 . 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 more age, grant and convey to Lender the following described property located in COOK.

SEE SCHEDULE "A" ATTACHED HERETO.

CONTROL (CONTROL CONTROL CONTR

which has the address of

8543 SOUTH LOWE AVENUE

CHICAGO

Illinois

60620

("Property Address");

[City]

(Zip Code)

(LLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT Form 3014 9/90

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Page 1 of 6

Initials: Zoo

Property of Coot County Clert's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, coiled and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Sorrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 Lesses, \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable 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 Fideral 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 tharge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provide 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 round 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 Lend a 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. Horrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien

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Page 2 of 6 Initials: 2/14

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property 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 insurance, 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 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, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower othery (se essee 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 shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Projection 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. Porrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Socrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith sudgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lequer's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower snatt also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Londer (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument il on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasened and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 amounts distursed 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 bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Page 3 of 6

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- 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 month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Leader.

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 in mediately 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. 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 inless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or rot 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 or not then due.

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

- 11. Burrower Not Released; Forbearance By Lender Not a Walver. 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 successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for propent 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 covenant: 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 Portower'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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note

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14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender 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 Burtower 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 Instrume; discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) be or, 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 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 lien of this Security Instrument shall continue unchanged. Upon constatement 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 price notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due viace 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 paragr ab 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which pay nexts 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 uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, de pand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazar our Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-

existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

to Borrower. Borrower shall pay any record 23. Waiver of Homestead. Borrower 24. Riders to this Security Instrument Security Instrument, the covenants and agree the covenants and agreements of this Securipplicable box(cs)]	lation costs. waives all right o t. If one or more ments of each suc	f homestead exemption in t riders are executed by Bo h rider shall be incorporate	he Property. rrower and recorded to d into and shall amend	gether with this and supplement
Adjustable Rate Rider	Condo	ominium Rider	1-4 Fam	ily Rider
Grechiale d Payment Rider		ed Unit Development Rider	[]	Payment Rider
Balloon Fider		mprovement Rider	[]	łome Rider
Other(s) [specify] COUITY, O		•	Caral Second .	IVIUP (VIUW)
BY SIGNING BELOW, Borrower accept		ne terms and covenants con	tained in this Security	Instrument and
in any rider(s) executed by Borrower and rec	orded with it.			
Witnesses:		alathail -	The Co	(Seal)
Tagangan asan ganiyaningaha diradi alikudi alikudi kada kada diradi alikudi alikudi. Piridi kadi kadi alikudi d	T	NATHANIEL HARDIN	IAN	Borrower
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STATE OF ILLINGIS,	. (Stace Below This Lex	This	County ss	,
do hereby certify that NATHANIEL HA			blic in and for sold co	unty and state,
subscribed to the foregoing instrument, appear signed and delivered the said instrument as	red before me this	known to me to be the sain day in person, and acknow e and voluntary act, for the	wledged that HE	3.18
Given under my hand and Official Seal of OFFICIA My Commission expires: Notary Public,	ALSEAL" § ergener §	lay of NOVEMBER	, 1996	rein set forth.
My Commission Accesses accesses	Exp UN/26/2000 2	A	lotary Public	

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Page 6 of 6

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This Rider to Mortgage is made on this 26T'I day of NOVEMBER 1996, and is hereby incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned NATHANIEL HARDIMAN,

to secure Borrowers note to NATIONAL LENDING CENTER, INC.

("Lender") of the same date and covering the property described in the Mortgage as follows:

SEE SCHEDULE "A" ATTACHED HERETO.

In addition to the covenants and agreements made in the above described Mortgage and Note, the Borrower and Lender further covenant and agree as follows:

- 1. In the event of any default under the said Mortgage and/or Note, interest shall be payable on the whole of the outstanding principal balance from the date of such default and for the subsequent duration of such default at the highest rate of interest permitted by law including the limitations of the Fronce Ownership and Equity Protection Act of 1994.
- 2. If any other lien, encumbrance or mortgage upon the subject property, whether superior or junior to the lien of this Mortgage, is definquent or in default, this Mortgage and the Note secured hereby shall be in default and the holder of this Mortgage and Note shall be entitled to enforce all remedies provided in this said Mortgage and/or. Note as well as all other remedies provided by law.
- 3. The undersigned does hereby agree to pay all and singular the principal and interest and all other sums of money payable under the said Mortgage and Note promptly on the due date of each installment it being understood and agreed that if said payment is more than 10 days late, there shall be a late charge of five percent 5 % of the overdue payment of principal and interest. The Lender shall be required to give notice to the Borrower prior to acceleration and foreclosure of the subject property, and the Borrower shall have no right to reinstate or otherwise bring current the Mortgage and Note after a period of 30 days has elasped from time of acceleration.
- 4. If there is any conflict between the provisions in this Rider to Mortgage and those contain to in the above described Mortgage and Note, the provisions of this Rider to Mortgage shall supercede and control the conflicting provisions of the said Mortgage and Note.

IN WITNESS WHEREOF, the Borrower has executed this Rider to Mortgage and has accepted and agreed to be bound by the terms, provisions and covenants contained hereinabove.

WITNESS

WITNESS

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WITNESS

EWOOT NO LOT 29 IN BLOCK 4 IN W.O. COLE'S SOUTH ENGLEWCOD PARK SUBDIVISON IN THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, PANGE 14, EAST OF S. Office THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Phu = 200 33 8.10 and.

LOAN NO. 9617210

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned (herein referred to as "Borrower") hereby covenants and agrees that all of the provisions of this Rider shall be and are hereby made an integral part of the deed of trust, deed to secure debt, security deed, mortgage or similar "Security Instrument" attached hereto and intended to be dated of even date herewith (herein referred to as "the attached Security Instrument") given by borrower to secure Borrower's Note payable to the order of NATIONAL LENDING CENTER, INC., its successors or assigns (herein referred to as "Lender") and covering the Property hereinafter identified and being more particularly described in the attached Security Instrument (hereinafter referred to as "the Property").

- 1. Borrower has heretofore made certain representations in writing to Lender regarding Borrower's good faith intentions of establishing, occupying, using and maintaining the Property as the primary residence of Borrower and such representations were made by Borrower for the express purposes of inducing Lender to rely on the same and to grant to Borrowers the homeowner loan secured by the attached Security Instrument. Therefore, Borrower does hereby warrant and represent that Borrower now occurries the Property as Borrower's principal residence or in good faith will so occupy the Property, commencing such occupancy not later than: (a) thirty (30) days after this date or (b) thirty (30) days after the property shall first have become ready or occupancy as a habitable dwelling, whichever is later.
- 2. Borrower agrees that the warranty and representation set forth in Paragraph 1 hereinabove constitutes an additional covenant of the attached Security Agreement and that the Borrower's failure shall constitute a breach of covenant under the attached Security Agreement that shall entitle the lender, its successors and assigns, to exercise the remedies for a breach of covenant provided in the attached security instrument.

DATED: NOVEMBER 26, 1996 PROPERTY ADDRESS: 8543 SOUTH LOWE AVENUE CHICAGO, IL 60620 STATE OF ILLINOIS The foregoing instrument was acknowledged before me this 26TH day of NOVEMBER, 1996 by NATHANIEL HARDIMAN, , , , , who is/are personally known to me or who has/have produced as identification and who did (did not) take an oath. My Commission expires:

"OFFICIAL SEAL"

Page 1912 Notary Public, State of Illinois & My Commission Exp. 09/26/2000 & Commission Notary Public, State of Illinois & My Commission Exp. 08/26/2000

Property of Cook County Clerk's Office