WHEN RECORDED MAIL TO

97261213

WALSH SECURITIES, INC. 4 CAMPUS DRIVE

PARSIPPANY, NJ

Loan Number

:

04/16/97

0024 HC# 13:59 39.00 RECORDIN 4

MAIL

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97261213 #

04/16/97

13:59 0024 MC#

ME FOR RECORDING DATA

9, 1997 THIS MORIGACE (" Security Instrument") is given on April MICHAUL SANTOYO and JUDITH W. SANTOYO, Rusband and Wil

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

WALSH SECURITIES, INC.

which is organized and existing under the laws of DELAWARE 4 CAMPUS DRIVE, PARSIPPANY, NJ 07054

.07054

, and whose address is

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWELVE THOUSAND DOLLARS AND 00/100

112,000.00 ). This debt is evidenced by Borrower'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 May 01, 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 ir erest, 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, Portower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

SEE LEGAL DESCRIPTION ATTACHED HERETO

which has the address of

4315 W. GRACE STREET (Street)

SCHILLER PARK

Illinois

60176

("Property Address");

[Zip Code]

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

**SOftwere** ITEM 1876 (9012)

(page 1 of 6 pages)



Soot County Clert's Office

LOT 41 (EXCEPT THE SOUTH 10 FEET THEREO ADDITION TO SCHILLER PARK, A SUBDIVISIO OF THE SOUTHWEST FRACTIONAL SECTION 15, THIRD PRINCIPAL MERIDIAN, ALSO THAT PAR TOWNSHIP 40 NORTH, RANGE 12, EAST OF TH THE WISCONSIN CENTRAL RAILROAD RIGHT OF

COMMON ADDRESS: 4315 W. GRACE, SCHILLER

Property of County Clerk's Office PERMANENT INDEX NUMBER: 12-15-302-027

END OF

Property of Cook County Clerk'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."

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 grant and a 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 5, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, coinct and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may reactive for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 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, 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 lay

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 I ederal 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-three 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 Lorrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on he 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 of 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 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 colligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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

Pooling Clark's Office

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 Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 Be rrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the month; pryments 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 one; pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property c. 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 con rol. 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 of proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in t'ie Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide 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 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 Lender's Rights in the Property. If Borrower fails to perform the evenants 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), ther 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 terions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable altorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender downers have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear intrest 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 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, 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 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 of claim for damages, direct or consequential, in connection with any Single Family -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT -- Uniform Covenants 9/90 (page 3 of 6 pages) \$\frac{97261213}{213}\$

Soot County Clerk's Office

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 Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of 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's 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, ynother or not then due.

Unless Lender and Borrow a 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 Released; For earance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by Lens 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 Severa' Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of funder and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and severa. 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 Forrower'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 processary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limit; 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 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 his 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, required immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:(a) 5 days (or such other period as applicable law may

Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - Uniform Covenants 9/90 (page 4 of 6 pages)

Solot County Clark's Office

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 enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances of 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 to inder 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, "Hazardou Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials on airing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal is a and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Bo To ver 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 inuncdiate 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, buy not limited to, 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. Borrower shall pay any recordation costs.

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

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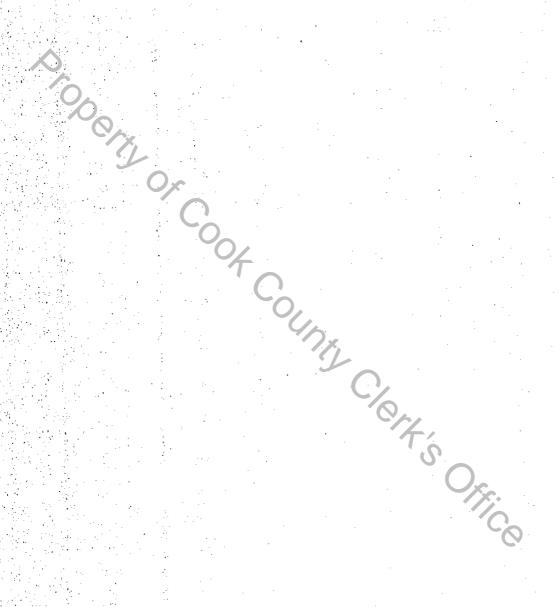
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this

Security Instrument, the covenants and agreement the covenants and agreements of this Security Inst [Check applicable box(es)]	ts of each such rider shall be incorpora	ted 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
XX Other(s) [specify] LEGAL DESC	CRIPTION	
BY SIGNING PELOW, Borrower accepts and any rider(s) executed by Borrower and recorded w		ntained in this Security Instrument and in
Witnesses:	MICHAEL SANTOYO	(Seal) -Borrower
O <sub>j</sub> r	JUDITH W. SANTOYE	(Seal) -Borrower
•	County s  , a Notary  and JUDITH W. SANTOYO  known to me to be the same person(s	y Public in and for said county and state,
subscribed to the foregoing instrument, appeared b	efore me this day in person, and acknow	wiedged that they signed
and delivered the said instrument as	their free and voluntary a	ct, for the uses and purposes therein set
forth.		O <sub>/\$c.</sub>
Given under my hand and official seal, this	s 9th day of Ap	ril , 1997
My Commission expires:	Danie Dece	ele
This instrument was prepared by SONJI OWENS (Name)	"OFFICIAL SEAL"  DENISE DREWKE  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 2/5/98	Notary Public
(Address)	97261213	

Soot County Clerk's Office

	UNOFFICIAL COPY				
* C) ***	ADJUSTABLE RATE LOAN RIDER				
大学の関や、どうまったは 山崎でんる 田崎でかり	Loan Number: 771406  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 HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.				
at. Į	Words, numbers or phrases preceded by a [ ] are applicable only if the [ ] is marked, e.g. [X]				
ē	This Rider is made this 9th day of April , 1997 , and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to ecur Debt (the "ecurity Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Not WALSH SECURITIES, INC.				
ĺ					
	(the "Lender") of the same date (the "Note") and covering the property described in the ecurity Instrument and located at				
	4315 W GRACE STREET, SCHILLER PARK, IL 60176 (Property Address)				
	Modifications. In addition to the covenants and agreements made in the ecurity Instrument, Borrower and Lender further covenant and agree as follows:				
	A. INTEREST RATE AND SCHEDULFO PAYMENT CHANGES				
	(1) Initial Interest Rate  The Note provides for an "Initial Interest Rate" of 11.875 %. The Note provides for changes in the interest rate and the scheduled payments.				
	(2) Change Dates  Each date on which my interest rate could change is called a "Change Date."				
İ	(You must check one box and fill in the appropriate information)				
	The Note interest rate may change on the first day of the month beginning on May 1, 1999  and on the first day of the month every 6 months thereafter.  The Note interest rate may change on the day of the month beginning on				
	and on that day of the month every months thereafter.				
	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 True.". The Index is:				
	the average of interbank offered rates for six-month U.S.				
	Dollar-denominated deposits in the London market ("LIBOR"), as				
	published in the Wall Street Journal.				
	The most recent Index figure available as of the date XX 45 days days before each Change Date is called the "Current Index".				
	If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.				
	ADJU TABLE RATE LOAN RIDER  MEastern Software Item 7347 (9111)  Page 1 of 3  97261213				





(4) Calculation of Changes			
Before each Change Date, the Note Holder will calcula	te my new interest rate	by adding	
Seven			
percentage points ( 7.000 %) to the Current 1	ndex. The Note Holde	er will then round the	result of this
addition to the nearest higher			
(You must check one box and fill in any appropriate round	ing value)		
one-eighth of one percentage point (0.125%).			
	entage point (	%).	
Subject to the limits stated in Section A(5) on page two,	this rounded amount w	ill be my new interest	rate until the
next Change Date.			
The Note Holder will then determine the amount of t	he scheduled payment t	hat would be sufficient	to repay the
unpaid principal that I am expected to owe at the Change			
substantially equal payments. The result of this calculation	will be the new amount	of my scheduled paymo	ent.
(5) Their as Triangus Date Charges			
(5) Limits on Interest Rate Changes	no Data will not be used	ter than 14.87	5 %
The interest rate 2 am required to pay at the first Chan			
or less than 11 675 %. Thereafter, my inter	est tate will never increa	the of theoreuse of any	single Change
Date by more than One And One-Half	anat I harra baan maréna :	for the areas ding perior	a .
percentage point ( 1.500 %) from the rate of inte	rest I have been paying	for the preceding period	1.
(You must check one box and fill in he prropriate limit(s))	ar		
My interest rate will never be greater than	%.	. 11 07¢	%.
My interest rate will never be greater than 18.	375 % or less that	n 11.875	70.
(6) Effective Date of Changes			
My new interest rate will become effective on each t			
payment beginning on the first scheduled payment date	after the Change Date	until the amount of	my scheduled

(7) Notice of Changes

payment changes again.

The Note Holder will deliver or mail 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. Fire 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. 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 toan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums arrea to 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 Borrower 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.

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ADJUSTABLE RATE LOAN RIDER

Eastern Software

Item 7347 (9111)

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Pools of County Clerk's Office

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

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