97306736

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MORTGAGE

THIS MORTGAGE (Security Instrument") is given on March 28, 1997
The mortgager is BARBAKA & LADWIG, DIVORCED AND NOT SINCE REMARKIED

("Borrower"). This Scenrie instrument is given to

FINANCIAL FEDERAL TSB

which is organized and existing under the lavs of the United States of America, and whose address is 21110 S WESTERN AVE, OLYMPIA FIELDS, ILLINOIS 50461

("Lender"). Borrower owes Lender the principal sum of

SEVENTY THREE THOUSAND SIX HUNDREJ AND 00/100

Dollars (U.S. \$ 73,600.00). 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 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

County, Illinois:

PARCEL 1: UNITS 1024 AND 1025 TOGETHER WITH ITS UNDIVIOUS PERCENTAGE INTEREST IN THE COMMON BLEMENTS IN SANDPIPER SOUTH CONDONINIUM UNIT NO. 5, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS ENCUMENT NUMBER 23674374, IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

STC1_1439__

PERMANENT PROPERTY TAX NUMBER (8)

28-04-301-015-1024,

28-04-301-015-1025

which has the address of 13913 JAMES DRIVE UNIT 1024

Streetl

CRESTWOOD

(City)

Illinois

60445

("Property Address");

(Zip Code)

ILLINOIS - Single Family - Faunie Mac/Freddie Mac UNIFORM INSTRUMENT

LOAN NUMBER:

1800220358

ITEM 1078L1 (9400)

(Page 1 of 6 pages)

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:

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 assess and 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; (c) 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 "Escrea hous," 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 amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds set a tesser 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 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 atterwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home 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 Loder pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender hav 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 carnings on the Punds. Borrower and Lender may agree in vriting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting cittle 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 or held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of arelicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow hems 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 their promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, ander, 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. 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 a sounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note;

Churges; Liens. Borrower shall pay all taxes, assessments, charges, fines and imposition, auributable 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 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.

Hazard or Property Insurance. Bostower 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 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the frequency prior to the 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 Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupately, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not destroy, damage or impair the Property 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 ocfarit 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 my form application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with my 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 comply with all the provisions of the lease.

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 c, in 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 disbursed by Lender under this paragraph 7 shall become additional debt of Berrower 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 be 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 insurance 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.

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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 Lender.

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

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 falls 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 Berrower 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; 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 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 agin 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 successor 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 his Lecurity 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 Instrumer, 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 oved under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a nartial 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 exected 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 he 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 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

Form 3014 9/90

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 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 nor changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be piven written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name a id address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other it formation 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 withen notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardeus Substance or Environmental Law of which Borrower has actual knowledge. (Forrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardeus 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: gasoling kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing estents 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 grior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but 1 of prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the depult; (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 cuties may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and gale 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 receive 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 eldence.
- 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to This Security Instrument, the covenants an supplement the covenants and agreements (Check applicable box(es))		incorporated into and shall amend and
Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BFLOW, Borrower ac Security Instrument and in any rider(s) exec	cepts and agrees to the terms and covenant cuted by Borrower and recorded with it.	s contained in pages 1 through 6 of this
Witness:	Witness:	
0	× 0	
	(Scal)	(Seal)
BARBARA G LADWIG	Bormwer	-Dúlliwei
	(cal)	(Seal)
	·Borrower	·Borrowet
	(Seal) -Borrower	(Scal)
	*Dollowel	
STATE OF ILLINOIS,	COOR County	ss:
I, the undersigned	•	Public in and for said county and state,
do hereby certify that BARBARA G LADI	vig, divorced and not bince R	RRIED
r	personally known to me to be the same pers	cone) which name(s) 4 m
subscribed to the foregoing instrument, app		
and delivered the said instruments as HEI		act, for the uses and purposes therein set
forth.		
Given under my hand and official seal	, this 28TH day of Ma	rch 1997
My Commission expires: OFFICIAL BE/ JANET HUFI NOTARY PUBLIC, STATE OF MY COMMISSION EXPIRES	HINOS ant	Notary Public
This instrument was prepared by	· 	-
Lisa weishaar	MAIL RECORDE	D DOCUMENT TO:
FINANCIAL PEDERAL TER	FINANCIAL FE	DERAL TSB
48 ORLAND SOUTHE DRIVE	1401 N. LARK	
ORLAND PARK, IL 60462 (Address)	JOLIRT, IL 6	0435

ADJUSTABLE RATE RIDER

(1 Year Prime Rate - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this

28TH day of March 19 97, 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 the Borrower's Adjustable Rate Note (the "Note") to FINANCIAL FEDERAL TRUST AND SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

13913 JAMES DRIVE UNIT 1024, CRESTWOOD, IL 60445

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MY MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE RATE 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, Borrower and Lender further covenant and agree as torbws:

A. INTEREST RATE AND MONTHLY CHANGES

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of April 1, 2002, and on that day every twelfth month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

The "Index" is the "Prime Rate" as listed in the Money Rates section of THF WALL STREET JOURNAL on the first day of each month, or on the last date of publication immediately preceding the first day of each month. The most recent Index figure available as of the close of business on the last day of the second month preceding the 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 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 scheduled 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 scheduled payment.

Lonn Number:

1800220358

· (D) Limits on Interest Rate Changes

The interest rate change I am required to pay at the first Change Date will not be greater than 9.500 % or less than 5.500 %. Thereafter, my interest rate will never increase or decrease on any single Change Date by more than 2.000 percentage point(s) from the rate of interest I have been paying for the preceding period. My interest rate will never be greater than 12.500 % or less than 2.500 %.

(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

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

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.

Uniform Covenant 7 of the Security Instrument is amended to read as follows:

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 recured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as rathe date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan wee being made to the transferce; and (b) Lender rear onally determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any coverant or agreement in this Security Instrument is acceptable to Lender. To the extent permitted by applicable law, Lender may charge reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferce to sign an assumption, agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Noc and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in wit, Lender shall give Borrower notice of acceleration. This notice shall provide a period of not less than 30 days from the date the wince is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to per 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 pages 1 and 2 of this Adjustable Rate

Richer.	TŚ	
BARBARA G LADWIG (Seni)		_(Senl)
(Scal)		_(Scal)

[Sign Original Only]

Proberty of Cook County Clark's Office

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CONDOMINIUM RIDER			
THIS CONDOMINIUM RIDER is made this 28TH day of March 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FINANCIAL FEDERAL TSB	•		
of the same date and covering the Property described in the Security Instrument and located at:	er")		
13913 JAMES DRIVE UNIT 1024, CRESTWOOD, IL 60445 [Property Address]			
The Property weludes a unit in, together with an undivided interest in the common elements of, a condominium project knowns:	WD.		
Name of Condominium Project			
(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Own Association") holds title to property for the benefit or use of its members or shareholders, the Property also inclus Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrume Borrower and Lender further covenants and agree as follows:	ides ent,		
A. Condominium Obligations. Porrower shall perform all of Borrower's obligations under the Condominia Project's Constituent Documents. The Conditional Documents are the: (i) Declaration or any other document which creating Condominium Project; (ii) by-laws: (iii) code of regulations; and (iv) other equivalent documents. Borrower shapeometry may, when the all dues and assessments imposed pursuant to the Constituent Documents.			
B. Hazard Insurance. So long as the Overs Association multitains, with a generally accepted insurance carrie "master" or "blanket" policy on the Condomnic Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included with the term "extended coverage," then: (i) Lender waives the provision in Unliver Covenant 2 for the monthly payment to Lender of the year			
premium installments for hazard insurance on the Property; aid (ii) Borrower's obligation under Uniform Coverage, 5 to maintain hazard insurance coverage on the Property deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in regulard insurance coverage.	, js		
In the event of a distribution of hazard insurance proceeds to fieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be p to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower. C. Public Liability Insurance. Borrower shall take such actions as play be reasonable to insure that the Own Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.	oold		
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the commelements, or for any conveyance in the of condemnation, are hereby assigned and shall be paid to Lender. Such processiall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.	r in 100		
E. Lender's Prior Consont, Borrower shall not, except after notice to Lender and with Lender's prior write consent, either partition or subdivide the Property or consent to: (i) The abandonment or termination of the Condomination Project, except for abandonment or termination.	tten ion		
required by law in the case of substantial destruction by fire or other casualty or in the case of a alang by condemnation eminent domain; (ii) any amendment to any provision of the Constituent Documents If the provision is for the express benefit	10		
Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained	ľ		
the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay the Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Secur Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment. BY SIGNING BELOW: Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.			
BARBARA G LADWIG (Sent) (Sent) (Sent)	eni)		
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Property of Coot County Clert's Office