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WHEN RECORDED RETURN TO

FIDELITY MORTGAGE DECISIONS CORP. 300 TRI STATE INTERNATIONAL \$200

LINCOLNSHIRE, IL 60059

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05/29/97

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12:33

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973/7625 #

8034 YC#

MORTGAGE

LOAN NO. 12105187

THIS MORTCAGE ("Security Instrument") jagiven on MAY 21, 1997 . The mortgagor is RITA R KUTUSEN-CORTEZ ARRYBRANKERO XEGRERA XIGARREREN A/K/A RITA

[Space Above This Line For Recording Data]

A/K/A RITA K KNUDSEN CORTEZ

KNUDSEN ("Borrower").

This Security Instrument is given to

FIDELITY MORTGAGE DECISIONS CORP.,

which is organized and existing under the laws of

300 TRI STATE INTERNATIONAL \$200

LINCOLNSHIRE, IL 60069

("Lender").

, and whose address is

Borrower owes Lender the principal sum of RIGEST SIX THOUSAND ONR HUNDRED AND 00/100

86,100.00 Dollars (U.S. \$

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for MAY 27, 2027 monthly payments, with the full debt, if not paid earlier, dut and payable on Security Instrument secures to Lender: (a) the repayment of the (cb) 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 liriety mortgage, grant and convey to Lender the County, Illinois: COOK following described property located in

LOT I IN SAGE'S SUMDIVISION OF THE WEST 321 FORT OF THE SOUTH 1/2 OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHEAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 13, INST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SOM OFFICE

PARCEL ID NUMBER - 24-25-423-011

which has the address of 2433 MEST LEWIS AVENUE, BLUE ISLAND

60406 (Zip Code) ("Property Address");

(City)

N.L.POCKS. Magic Facility Princip MarcFreddie Mar LATFORCH DASTER, DASTE.

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Illinois

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Property of County Clerk's Office

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appunentances, 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 tawfully seized of the estate hereby conveyed and has the right to mortgage, grass and convey the Property and that the Property is unencombered, except for encumbrances of record Bostower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform coverages for rational use and non-uniform coverages with limited variations by jurisdiction to constitute a uniform accurity instrument covering real property. encombrances of record.

1. Payment of Principal and Interest: Propagatest and Late Charges. Borrower shall promptly pay when due the principal of and interest on the tells evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Legenment. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Leader 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 selectiments which may then priority ever this Security Instrument as a lieu on the Property; (b) yearly lesselvoid payments or ground terms on the brenery, if any; (c) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly correspond insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provision of paragraph 8, in lieu of the payment of mortgage insurance premium. These nems are called "Escrow Hems." Lender may, a any time, collect and hold Funds in an amount not in exceed the maximum amount a lender for a federally retained mortgage loan may require for Borrower's escrew account under the federal Real Estate Sentement Procedures Act of 1974 as a new deal from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a leasts amount. If so, Lender may, as any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estir use the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow liculary or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose depose are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any the Escrow hems. Lender may not charge Borrower for holding and applying the Funds, minually analyzing the escrew scoons, or verifying the Escrow Herns, unless Lender pays Borrover meres on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Bornamy to pay a one-time charge for an independent real estate tex reporting service used by Lender in connection with this loan, m) as applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender skall are be required to pay Borrower may interest or earnings on the Funds. Sorrower and Lender may agree in writing, however that interest shall be paid on the Funds, Lender shall give to Bosrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds where many give to murrower, without careful an annual manager, as annual manager and the funds are mininged as additional security for all sums and the purpose for which each debit to the Funds was made. The Funds are mininged as additional security for all sums

If the Funds held by Lender exceed the amounts permissed to be held by applicable taw, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds beld by Lender at any time is not sufficient to pay the Escrew hems when due, Lender may so notify for over in writing, and, in secured by this Security Instrument. such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

Upon payment in full of all some secured by this Security Instrument. Lender shall promptly renard to Borrower any deficiency in no more than twelve monthly payments, at Lender's sole discretion. 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 tale as a credit of core

3. Application of Payments. Unites applicable law provides otherwise, all payments received by Lauder under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable inder socured by this Security Instrument.

paragraph I; third, to interest due; fourth, to principal due; and last, to any face 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 terms, 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. Bostower 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 97377625 R.C.

payments.

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Property of Coot County Clert's Office

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 crected 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, of tain 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 ten wal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make out of closs if not made promptly by Borrower.

Unless Lender and Borrowe, otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is contomically feasible and Lender's accurity is not lessened. If the restoration or repair is not economically feasible or Lender's accurity would be lessened, the insurance proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does pa 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, one 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, Borrover'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 al Borrower's principal residence for # 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 Toxtoruer's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit water in the Property. Botrower shall he in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lader's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by his Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, process's forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Institutent or Lender's security interest. Bostower shall also be in default if Bostower, 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 toan 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 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.

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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 interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage 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 applied by law.
- 9. Inspection. Lender or it. 2 gent 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 process of my 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 accured 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 set on 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by 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 drys rater the date the notice is given. Leader is authorized to collect and apply the proceeds, at its option, either to restoration of 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. Borrower Not Released: Forbeneauce 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 successors 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 Severable Liability; Co-alguers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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13. Lean 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.

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 its this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

in this paragraph.

15. Governing Live: 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. Each 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 Ecoeff-tal Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial is teres, in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender rany, 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 of demand on Borrower.

18. Borrower's Right to Relastate. If Borrower meets certain ronditions, 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 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 represses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) trees 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 rei statement 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 comain my other information required by applicable law.

28. 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 mormal residential uses and to maintenance of the Property.

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Property of Coot County Clert's Office

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing ashestos 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 coverage or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 uniens applicable in a projets otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not kee they 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to rail 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 delault on any other delense of Borrower to acceleration and foreclosure. If the default is not cured on ar 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 extitled to collect all expresses incurred in pursuing the remedies provided in this paragraph 21, including, but not list red to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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

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23. Walver of Homestend. Borrower waives all right of borrotead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are encruted by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rides shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if one rider(s) were a part of this Security Instrument. [Check applicable box(es)] 10/4'

Adjustable Rate Rider		Planned Unit Develop nent Rider
1-4 Family Rider	Graduated Payment Rider	Biweekly Payment Ride.
Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		

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Page 6 of 7

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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Witnesses:	
1 Bita Knudson	12 to 12 Mondain Corta (Scal)
•	RITA K KNUDSEN-CORTEZ
Putoli linulson	Berrows Contra (Seal)
96	RERNARDO CORTEZ
STATE OF ILLINOIS	(Seal)
Ox	(Seal)
C	• Box rower
0/	
. lec	046
Country of Exc.  1. Juntar Seguent  berety certify that  AKO Kite K In	
1. Junta Syund	a Notary rullic in and for said county and state do
hereby certify that	day R. t. K. K. Knukers - Carley
married to Vienneste	personally known to me to be the same person(s) whose
The standard in the formation intermed appeared	hefore me this day in person, and arknowledged that < no '/
signed and delivered the said instrument as 6 free a Given under my hand and official seal, this 3/5	DET ADMINISTA SECTION STORE ST
My Commission expires:	Cirching Symmi Novery Public
OFFICIAL SEAL"	Notary Public
Notation Public State of Minors	

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#### ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Walf Street Journal) - Rate Caps)

LOAN NO. 12105187

THIS ADJUSTABLE RATE RIDER is made this day of MAY, 1997 215T and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument", of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

FIDELITY MORTGAIN DECISIONS CORP...

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2233 WEST LEWIS AVENUE BLUA ) SLAND, IL 60406

(Property Address)

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.830 rate and the monthly payments, as follows:

%. The liste provides for changes in the interest

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on MOVEMBER 27, 1997 , and on that day every month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 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 first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that 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 BEVEN AND 68 / 100 percentage point(s) ( %) to the Current Index. The Note 7.680

Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. VXXX.

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Property of Cook County Clerk's Office

(Tit Linchts on	Interest Rate Changes				
	te I am required to pay at	the first Change D	ate will not be greater than	10.830	≰ or less
than 9.	.030 %. Thereafte	r, my interest rate	will never be increased or do		
by more than	ne			pe	rcentage point(s)
( 1.000	<li>from the rate</li>	of interest I have b	een paying for the preceding	6	months. My
interest rate will no	ver be greater than	16.830	%, nor less than	9.830	%.
	Dute 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 Holler 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 person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE COPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the hearity Instrument is amended to read as follows:

Transfer of the Property of a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not electric this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferre as if a new loan were being made to the transferre; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is accurable to Lender.

To the extent permitted by applicable law, Lender may energy a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferre to light an assumption agreement that is acceptable to Lender and that obligates the transferre to keep all the promises and agreements under in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument under releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which 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 I uther notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant: contained in this Adjustable Rate Rider.

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Reta Knudse	
	13 ogenole Tester (Sal)
	Signing Solely to waive Rights of Homestead.
COOK COUNTY.	(Scal)
/ RECORDER 🥞	- Remover
JESSE WHITE	
SKOKIE OFFICE	(Scal)
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MULTISTATE AMPLITARE E RATE RIDER - LIMIR 4 MO THERE (AS PUBLICANDE IN THE WALL STREET PUBLICAL) - Single Family - Prid a Uniform Instrument Publication

Property or Coot County Clert's Office