7671/0067 (M UU) Fanc i et 1998-05-26 11:12:31

Cook County Recorder

TS2033 620/2

	. [Space Above This Line for Recording Data]	
Please Return Recorded Dogument To: NCRWEST MIR GAGE INC. PCCUMBY NO AND AMENT FREDERICK, MO 4 705-0880	SAMORE A BRANDI	
FREDERICK, MD 21705-0880	MINNEAPOLIS, MN 58440-182	2 9
	MORTGAGE	4784423REL
KANATA SHRIBIIAN	strument") is given onMAY.29.1994	*************************
Management commencements and the Management of the	1-1-3-44-1-1-1-1	("; [forrower").
Tale Security Instrument is given to	THE STATE OF CALIFORNIA The principal sum of ONE HUNDRED EIGHTY-EIGHT T	which is
40) SW FIFTH STREET DES MOUTES,		MAILEAND
("Lender"). Borrower owes Lender on E HUNDRED AND NO(10)	the parkipal sum of Marinyanana amailtana	CARLON (Communication of the Communication of the C
Thotage /3 © © 188,100,00) This aght is evidenced by Burrower's note date:	d the same dute as this
Security Instrument ("Note"), which	provides for no thly payments, with the full debt, Tai Socurity Instrument secures to Let	nder: (a) the repayment
of the debt evidenced by the Note. 1	with interest, and all carewals, extensions and module	cations of the Note; (b)
the neumant of all other sums, with	interest, advanced up as paragraph 7 to protect the	security of this Security
the Note. For this purpose, Borrowe property located in	of Borrower's covenants and agreements under this to does hereby mortgage, grant and convey to Lender County Illing a:	the following described
Finhatek massas m mungangananan	Anna anna anna anna anna anna anna anna	

THIS IS A PURCHASE MONEY MORTGAGE.

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDUL 4'4' AND MADE A

which hus the address of	344 LEQUIT GILES (HIPO)	
	, Illinois60816 (Zip Code)	

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

Bingle Family - FHMA/PHLMC UNIFORM INSTRUMENT ILLINOIS

FORM 9014 - 09/90 (Page 1 of 6 Pages) ECSISL Nev. 01/13/97

BINGS FRINKY FRENCHER ORIFORM INSTRUMENT

EC014" 804 03/52/81 09/30 (bude 5 of 6 budes)

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

under this paragraph. If Berrower makes these payments directly, Borrower shall promptly furnish to Lender receipts time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on which may attain priority over this Security Instrument, and lesschold payments or ground tents, if any. Borrower shall 4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, lines and impositions attributedly to the Property

under puragraph 2 third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable 3. Application of Paymen a. Unless applicable law provides otherwise, all payments received by Lender under

against the sums secured by this Security Instrument. Funds held by Lander. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the sequinition or sale as a credit acquinition or sale as a credit Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

up the deliciency in an more than twelve monthly payments, at Lender's sole discretion. and, in such case Bonrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make by Leneur at any time is not sufficient to pay the Escrow Items where oue, Lender may so notify Borrower in writing, Borrower for the excess Funds in accordance with the requirement of applicable law. If the amount of the Funds held If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to

pledged as additional security for all sums secured by this Security Instrument. showing credite and debite to the Funds and the purpose for which each debit to the Funds are shall be paid on the Funds, Lender shall give to Berrower, without charge, an annual accounting of the Funds, pay Borrower any interest or carnings on the Funds. Fortower and Lender may agree in writing, however, that interest otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to permits Lender to make such a charge. Elewever, Lend it may require Borrower to pay a one-time charge for un independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides escrow account, or venitying the Escrow tiems, unless Lender pays Borrower interest on the Funds and applicable law to pay the Escrow Items, Lender may for charge Borrower for holding and applying the Funds, annually analyzing the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds

The Funds shall be field in an un the flution whose deposits are unsured by a federal agency, instrumentality, or entity accordance with applicable law. Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in Section 2601 et suq. ("MESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, as any time, collect and runds in an amount not to exceed the lesser amount. Lender may estimate the amount of

secount under the feet Betate Settlement Procedures A.ct of 1974 as amended from time to time, 12 U.S.C. to exceed the manufacture and a lender for a federally related mortgage loan may require for Borrower's escrow premiums. These terms are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mongage insurance Acerly flood insurance premiums, if any; (c) you'ly mortgage insurance premiums, if any; and (f) any sums payable by essehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly taxes and sescentioned which may attain priority over this Security Instrument as a lion on the Property; (b) yearly Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note,

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVEMANTS. Borrower and Lender covenant and agree its follows:

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY' INSTRUMENT combines uniform covenints for national use and non-uniform covenants with encumbrances of record.

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

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums recured 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 I ender 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 oven.

Unless Lender and Borrower scherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the morthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application: Leaseholds. Borrower shall occupy, establish, and use the imperty as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless 2 ender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstance 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 be in default if any torientire action or proceeding whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be distrasted with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Horrower 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 rincipal 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 I ender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional lebt 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 I ender 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.

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Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lies, 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 immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree is 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 & Waiver. 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 reliuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Jastrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sees 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 recuires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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- 17. Fransfer 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 for 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 tederal law as of the date of this Security Instrument.
- If Linder 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 Relastate. 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 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 the Porrower: (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 incorred 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 comain 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 perrut the presence, use, disposal, storage, or release of any Hizardous 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 Lay. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, elann, 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 remediatections 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 demmable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

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22. Releas	se. Upon payment of all sum	s secu Borro	ired by this Security Instrument, Lower shall pay any recordation costs	end er	shall release this Security
			l right of hornestend exemption in th		perty.
24. Riders with this shall amer	to this Security Instrument.	If on nants ants a	e or more r ders are executed by I and agreements of each such rider and agreements of this Security Inst	orros llad:	wer and recorded together be incorporated into and
X	Adjustable Rate Rider		Condominium Rider		1-4 Farrily Rider
	Graduated Payment Rider		Planned Unit Development Rider		Biweekly Payment Rider
	Balloon Rider		Rate Improvement Rider		Second Home Rider
	Propayment Rider				
	Other(s) [specify]				
BY SIGN	ING BELCW, Borrower acc	epts	and agrees to the terms and coven	ants	contained in this Security
Witnesses:	t and in any arta(s) executed	ספו עס	nower and recorded with it.		
	Ox				
		7	Robert A. Christia	-	(Seal)
		O-	ROBERT A, CHRISTIAN		-Borrower
			ROBERT A, CHRISTIAN		
			+ County Clark		
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	(5ра	C6 5(4)	ow This Line for Acknowledgment)		

UNOFFICIAL COPS 432689 Fige 7 of 1 County so a Notary Public in and for said County and State, do hereby certify that personally known to me to he subscribed to the foregoing instrument, appeared before me this day signed and delivered the said instrument as 5 free and voluntary act, for the purposes and therein set forth Given under my hand and otheral sead, this 20 day of April 19 58

My commission expires

Molery Espires 7:30:2000
My Commission Espires 8:30:300
My Commission Espires 8:30:300
My Commission Espires 8:300
My Comm

98432689 Fage 8 of 11

FIXED/ADJUSTABLE RATE RIDER 5/1 YEAR FIXED/ARM

4784423REL

(One Year Treasury Index - Rate Caps)

THIS FIXE! ADJUSTABLE RATE RIDER is made this 20TH day of MAY, 1988.

and is incorporated fate 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 Barrawer's Fixed/Adjustable Rate Note (the "Note") to NORWEST MORTGAGE THE.

"Lender" of the same date and covering the property described in the Security Instrument and located at: 3441 SOUTH GILES, A. C. 20. 11. 50615

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROVER'S ADJUSTABLE 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 follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of .6.999.... %. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Deter

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of NUNE, 2003....., and the adjustable interest rate I will pay may thange on that day every 12th month thereafter. The date on which my initial fixed interest rate observes to an adjustable interest rate, and each date on which my adjustable interest rate could change, a called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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 cared upon comparable information. The Note Holder will give me notice of this choice.

MUL' IETATE FIXIDIADIUSTABLE SATE SIDER - 1 YEAR TREASURY INDEX Single Family - Punnie Mae Uniform Instrument

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(C) Calculation of Changes

4784423REL

Before each Change Date, the Note Holder will calculate my new interest rate by adding three and one-quarier percentage points (...3.250 %) to the Current Index. The Note 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 colder 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 pew interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate 1 cm required to pay at the first Change Date will not be greater than 11.000 % or less than 3.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 1wo percentage points (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.000 %

(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 the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my morthly payment, any 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 PROPERTY OR A BENEFICIAL INTEREST III CORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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 observer 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 occured by this Security Instrument. However, this option shall not be exercised by Lender it exercise is prohibited by federal law as of the date of this Security Instrument.

Property of Cook County Clerk's Office

4764423REL

If Londer 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. Londer may invoke any remedies period ted by this Security Instrument without further notice or demand on Borrower.

2. WHEN BORPOWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL SE AMENDED TO READ AS FOLLOWS:

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. 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 were being made to the transferce; 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 acceptable to Lender.

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

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If Londer exercises the option to require immediate payment in full, Londer shall give Horrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivererd 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.

ate Ric BY SIGNISC BELOW. Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjusteble Rate Rider.

(Seal)

UULTISTATE PEXEDIADUUSTABLE RATE RIDER - I YEAR THEASURY INDEX Single Fam. ¿ - Fannie Mae Uniform Instrument

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