Loan No. 8090057675

DEPT-01 RECORDING

T#0009 TRAN 3149 07/10/98 [1:21:00

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COOK COUNTY BENDADER

P.O. Box 790021 St. Louis, Missouri 63179-0021 AND: Decument Collection Unit MS: 321

CITICORP MORTGAGE, INC.

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MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on JULY 2, 1998 The mongagor in GARY E HOLDREN AND VICTORIA D HOLDREN, HURHAND AND WIFE. ("Borrower"). This Security Instrument in given to HESTER INTERNATIONAL, INC. which is organized and axisting vision the laws of THE STATE OF ILLINOIS and whose address is 1705 SALTIDERS RD, RIVERWOOD, ILLINOIS 60016- ("Londer"). Barrower owes Lander the principal sum of Six Hundred Sixly Seven Thousand and 00/100 Dollars (U.S. \$ 667,000,00). This dobt 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 AUGUST 1, 2029 This Security Instrument secures to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and air 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 parlormance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK County Physia:

LOT 1 OF THE RESUBDIVISION OF LOT 2 IN BLOCK 11 IN WALTER AND OTHERS SUBDIVISION OF PART OF THE NORTH WOODS IN THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD I RINGIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1800 - Car - Car 181

18 AMERICAN TITLE order # (12)

which has the address of 830 NORTH ASHLAND AVENUE Illinois 60305.

("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT GFS Form G000022 (5)08)

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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. Forrower warrants and will defend generally the title to the Property against all claims and domands, 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 Londor covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly tixes and assessments which may attain priority over this Socurity 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; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in illeu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lander for a federally related mortgage lean may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless mother law that applies to the Funds for, glesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity [including Lender, if Lender is such an institution) of in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower to holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower Interest on the Funds and applicable law permits bender to make such a charge. However, Lender may require Perrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this ions, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, for der shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in valing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and diabits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds hold by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If he amount of the Funds held by Lender at any time is not sufficient to pay the Escrow home when due, Lender may so notify Dorrower 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 twolve monthly payments, at Lender's sole discretion.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Londer receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

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tigrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (b) contests in trood 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 subordinatin; the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may stain 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. Hattard 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's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All incurance 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 promitims and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Unlars 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 tessened. If the restoration or repair is not commically 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 forcewer abondons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sattle a claim, then Lender may active 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 ignoe in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments to be payments. It under paragraphs 1 and 2 or change the amount of the payments. It under paragraph 21 the Property is acquired by Lend II, 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 listrument in mediately prior to the acquisition.

- Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Eurrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Si curity Instrument and shall continue to occupy the Property his Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in whiting, which consent shall not be unreasonably withheld, or inless 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 be in default if any forfeiture action or proceeding, whother civil or criminal, is begun that in bander's good faith judgment could result in forficture of the Property or otherwise materially impair the lien created by the 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 falth determination, precludes for failure of the Borrower's inturest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security ir terest. Bur ower shall also be in default if Borrower, during the loan application process, gave inscribilly false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the kean evidence d by the Note, including, but not limited to, representations concorning 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 Bornower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the morger in writing.
- 7. Protection of Lander's Rights in the Property. If Borrower fails to perform the coverants 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 reclude paying any sums secured by a linn which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less 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 an ownts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower accured by this

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Security has ument. Unless Borrower and Lander agree to other terms of payment, these amounts shall beer interest from the date of - isbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower requesting paymen.

- 8. Mi rigage 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 offect. If, for any reason, the nortgage insurance coverage required by Lender lapses or causes to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance used by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender with month 1 sum equal to the yearly mortgage insurance premium being paid by Borrower when the insurance coverage insurance. I have reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in amount and for the period that Lender requires) provided by an 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. Instaction. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Serrows notice at the area of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to London.

In the want of a total taking of the Troperty, the proceeds shall be applied to the sums secured by this Security Ir strument, whether or not then due, with any expess 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 performed 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 tair market value of the Property immediately before the taking, unless Borrower and Lenuer 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 10 days after the data 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 fender and Borrower otherwise agree in writing, any application of proceuse to principal shall not extend or postpone the rule date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Bor ower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortication 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 a nortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants 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, forcear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
 - 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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charges, in I that law is linelly 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 refur ded to Borrower. Lender may choose to make this refund by reducing the principal away under the Note or by making a creet payment to Borrower. If a refund reduces principal, the reduction will be treated as a partled propayment without any propayment charge under the Note.

- 14. Folices. 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 class any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by lirst class mail to Le der'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 paragrapt.
- 15. Joverning Law; Soverability. 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 chause 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 all at without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared a be several is.
 - 16 Borrower's Cory, 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 Borrowell 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 tall 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 his Security Instrument.
- If wonder exercises this option, Lender rhall 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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedics permitted by this Security Instrument without excited notice or demand on Borrower.
- 3. Borrower's Right to Reinstate. Il Borrower muota carrain conditions, Borrower shall have the right to have unforcement 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 I ander 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 atterneys' 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. Usen reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as "no acceleration had occurred. Howe or, this right to reinstate shall not apply in the case of acceleration under paragraph."
- 19. Sale of Note; Change of Loan Servicer. The Note or a pretial interest in the Note (together with this Security Instrument) may be sold and or more times without prior notice to Borrower. A sale may result in a change in the entity (knor-n as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may near 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 for. The notice will a set the name and address of the new Loan Servicer and the address to which payments should be made. The notice will a se contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of a y Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone also 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 approximate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory expenses or Environmental Law of which Borrower has extual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, the any removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall

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promptly tare all necessary remodial 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 pestic tes 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. Lander 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, Preciosure 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 foraclosure proceeding the non-existence of a default or any other defense of Lor ower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and that breckess 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.
- 22. Riclease. Upon playment of all sums secured by this Security Instrument, Lender shall release this Security Instrument vi thout charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Williver of Homestead. 300 offer waives all right of homestead exemption in the Property.
- 24. Risters to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covariants and agreements of each such rider shall be incorporated into and shall amond and suppler ant the covariants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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[Space Below This Line For Acknowledgment]				
STATE OF ILLINOIS,	соок	County sa:		
personally known to m before me this day in p		those name(s) is/are stibibitioed to the foregoing instrument, appeared the said instrument as their		
Given under my head	and official seal, this 2ND	day of JULY, 1998		
My Commission expire	15.	Moraly Public		
This instrument was pr HESTER INTERNATION 1705 SAUNDERS PD. RIVERWOOD, ILLINOIS	NAL INC.	Toblewall Proc. Afr. 14, 1907		
		Const Clark's Office		

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Loan #. 8090057875

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FIXED/ADJUSTABLE RATE RIDER

(1 Your Tronsury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 2NO day of July, 1998 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 Fixed/Adjustable Rate Note (the "Note") to HESTER INTERNATIONAL INC. (the "Lender") of the same date and covering the property described in the Security instrument and located at:

830 NORTH ASHLAND AVENUE, RIVER FOREST, ILLINOIS 60305-

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'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 Lend or Junther covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixe i ir terest rate of 6.875 %. The Note also provides for a change in the initial fixed rate to an adjuste by interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change in an adjustable interest rate on the first day of August, 2003

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

(B) The Index

Beginning with the lirst Change Date, my adjustable interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities to issed to a constant maturity of 1 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 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 Two and Three Quarters percentage points (2.750 %) 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 arount 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 Maturily Date at my new 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 I am required to pay at the first Change Date will not be greater than 8.875 % or less than 4.875 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-1YEAR TREASURY INDEX-Single Family -Fannie Mac Uniform Instrument MB-1950 Rev. 2/97 (Multistate 5,7,10/1 Non-convertible ARMs) Page 1 of 3 pages Form 3182 5/94 **1:77 1:3

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(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 monthly 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 IN BORROWER
- 1. UNTIL EOFIROWER'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 of a seneficial 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 prison) 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.

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

2. WHEN BORROWER'S INITIAL FIXED INTEREST PATE 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 BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any proof 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. Conder 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 leder of 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 transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the foan 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, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this 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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Loan #: 8090057675

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 malled 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/ Adjustable Rate Rider.

200	Salvery Jakob Line	(Seal)
	VICTORIA D HOLDREN	(Soul) Borrower
0)		(Seal) -Borrower
	% Co.	-(Soal) -(Borrower
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		0,50
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Loan #: 8090057675

FIXED/ADJUSTABLE RATE ASSUMPTION RIDER

THIS ASSUMPTION RIDER is made this	2ND day of J	JLY
, and is inco	orporated into and shall be deen	ned to amend
and supplement the Mortgage, Deed of T		
of the same date given by the undersigned		
to secure Borrowe, 's Note to HESTER	INTERNATIONAL, INC.	
(the "Lender") of the same date and co instrument and located at:	vering the property described in HLAND AVENUE, RIVER FOREST, IL 803	the Security
(FROPER	TY ADDRESS)	

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

- A. ASSUMPTION. Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT. Lender may require the Purchaser to sign in assumption agreement, in the form required by Lender, which obligates the Purchaser to ke-p all the promises and agreements made in the Note and Security Instrument. Elorrower will continue to be obligated under the Note and Security Instrument unless Lender released Borrower in writing.
- C. APPLICABILITY. Lender is bound by these conditions and terms, as follows:
 - 1. Lender shall have no obligation to allow assumption by a purchaser from Borrower until the initial fixed interest rate payable on the Note changes to an adjustable rate;
 - 2. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale:
 - Purchaser must be an individual, not a partnership, corporation or other entity;
 - 4. Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;

Loun #: 8090057875

- 5. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note:
- If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
- 7. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Londer, this Assumption Rider is void and Londer has no obligation to allow assumption by a Purchaser from Borrower; and
- 8. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. AS SUMPTION RATE. Lander will allow assumption by Purchaser at Borrower's Note interest at an effect at the time of assumption.
- E. ADDITIONAL CHARGES. In addition, Londer may charge an amount up to one percent (1%) of the current wate balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrowar accepts and agrees to the terms and covenants of this Assumption Rider.

MARY L HOLDREN, COLO	(Soal)
	, ~florrower
X VICTORIA D HOLDREN	(Seal)
C	
	(Soal) Herrower
x	(Seal)

LOT 1 OF THE RESUBDIVISION OF LOT 2 IN BLOCK 11 IN WALTER AND OTHERS SUBDIVISION OF PART OF THE NORTH WOODS IN THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK 15-01-3.

DioDerin Or Cook County Clerk's Office COUNTY, ILLINOIS.

PIN 15-01-322-017