

UNOFFICIAL COPY

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8589/0197 89 (01) Page 1 of 10  
1998-07-10 12:54:2  
Cook County Recorder 39.50

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After recording return to:  
The Money Store/Packaging  
P.O. Box 160128  
Sacramento, CA 95816-0128

DEPT-01 RECORDING 137.50  
190010 TPAN 7497 03/20/97 09:55:00  
00764 1 CJ # - 97 - 192207  
COOK COUNTY RECORDER

Prepared by:  
Patty Harrison  
745 Mc Clintock Drive Suite 340  
Burr Ridge, IL 60521

96-1110171C

MORTGAGE

0091605188

THIS MORTGAGE ("Security Instrument") is made on Nineteenth Day of March, 1997  
between the Mortgagor, Juliette Ashford, A Widow, Not Since Remarried

39.50  
6/8

and the Mortgagee, TMS Mortgage Inc., dba The Money Store  
which is organized and existing under the laws of New Jersey  
and whose address is 745 Mc Clintock Drive Suite 340, Burr  
Ridge, IL 60521 (herein "Lender").  
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand, Seven  
Hundred and 00/100 Dollars  
(U.S. \$ 70,700.00)

together with interest, which indebtedness is evidenced by Borrower's note dated March 19, 1997  
(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner  
paid, due and payable on April 1, 2027

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions  
and renewals of the Note the payment of all other sums, with interest thereon, advanced in accordance with this Security  
Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of  
Borrower contained in this Mortgage, Borrower does hereby mortgage, grant, convey and warrant to Lender, the following  
described property located in Cook County, Illinois:  
~~lot 16 and the North 1/2 of lot 17 in Block 7 in Dexter Park Subdivision a  
Resubdivision of lot 25 and other lots in Hlackley's Subdivision of the Northwest  
1/4 of the Southeast 1/4 of Section 7, Township 38 North, Range 14, East of the  
Third Principal Meridian, in Cook County, Illinois.~~

20-08-411-026

LAWYERS TITLE GUARANTEE CORPORATION

being the same property commonly known as: 5036 South Carpenter Street, Chicago, IL 60609  
("Property Address").

ILLINOIS MORTGAGE with Original - Record Page 1 of 1  
8888-18

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT  
THE LEGAL DESCRIPTION, WHICH IS ATTACHED HERETO  
AND MADE A PART HEREOF.

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1998-07-17 09:30:5

LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 96-11101

**LEGAL DESCRIPTION:**

LOT 32 IN RESUBDIVISION OF THE EAST 10 ACRES OF THE SOUTH 20 ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9 TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED APRIL 13, 1888 AS DOCUMENT NO. 943233 IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

TEXT HERE with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest (including all other charges evidenced by the Note).

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the due monthly payments due under the Note, until the Note is paid in full, a sum of funds for tax, yearly rates and assessments which may attain priority over this Security Instrument as a lien on the Property, for yearly leasehold payments or ground rents on the Property, if any, yearly hazard or property insurance premiums, yearly flood insurance premiums, if any, and yearly mortgage insurance premiums, if any. 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 lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time (12 U.S.C. Section 2601 et seq.) (RESPA), or any other law that applies to the Escrow, as a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in a separate account whose deposits are insured by a federal agency, such as the FDIC, or other institution including Lender, if Lender is such an institution or its Federal Home Loan Bank. Lender shall, at its expense, hold the Funds in the Escrow Items. Lender shall also charge Borrower for holding and applying the Funds, annually, including the expense of account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may charge Borrower to pay a charge for an independent real estate or reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender have agreed in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, upon request, a statement of the Funds, showing credits and debits to the Funds and the purpose for which a debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender shall notify Borrower in writing, and in such case, Borrower shall pay to Lender the amount necessary to make the Funds sufficient to pay the Escrow Items when due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds held by Lender. If under Paragraph 10, Lender shall, in writing, to the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments made by Borrower to Lender shall be applied first to the payment of interest due on the Note. If Borrower pays Lender more than the amount of interest due on the Note, the amount of such payment in excess of the amount of interest due shall be applied to the payment of principal due on the Note. The amount of principal so paid shall be applied to the payment of principal due on the Note in the order of maturity of the debt, as determined by the terms of the Note. If the amount of any payment made by Borrower to Lender is not sufficient to pay the interest due on the Note, the amount of such payment shall be applied to the payment of interest due on the Note. If the amount of any payment made by Borrower to Lender is not sufficient to pay the interest due on the Note, the amount of such payment shall be applied to the payment of interest due on the Note.

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4. **Priority Mortgages and Deeds of Trust, Charges, Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, if any, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fees and impositions attributable to the Property which may obtain a priority over this Security Instrument, and leasehold payments or ground rents, if any.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by the hazards included within the term "extended coverage" and all and any other hazards as Lender may require, from time to time and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may cause to be obtained coverage to protect its rights in the Property in accordance with Paragraph 8. All insurance policies and receipts therefor shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the proceeds of renewals thereof subject to the terms of any mortgage deed of trust or other security agreement with which this property is covered by this Security Instrument. If no insurance proceeds are made payable to Borrower, Lender shall promptly pay such amounts to Lender, including, without limitation, the reimbursement of any advance payments made by Lender on this behalf.

If Lender and Borrower otherwise agree, any 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, Lender's security shall be assessed, the insurance proceeds shall be applied to the extent agreed by the parties, and the balance, if any, shall be paid to Borrower.

If Lender and Borrower otherwise agree, any insurance proceeds to principal shall not extend to payments due the date of the insurable event.

If Lender and Borrower otherwise agree, Paragraphs 5, 6, 7 and 8 shall change the status of the payments of Lender. Paragraph 6 of the Property is subject to the Borrower's obligation to pay taxes and proceeds resulting from the sale of the Property, provided that the proceeds of the sale of the Property shall be applied to the Security Instrument in the order of priority of the liens.

The proceeds of this Paragraph 5 shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy. Borrower, after the occurrence of any insurable event, shall not be liable for the payment of any insurance proceeds.

If Lender and Borrower otherwise agree, the proceeds of any insurance policy shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy.

If Lender and Borrower otherwise agree, the proceeds of any insurance policy shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy.

If the Property is abandoned by Borrower, the Borrower shall deliver to Lender, within forty days from the date of abandonment, a deed to Borrower that is subject to the Security Instrument, and Lender is authorized to apply the proceeds of the sale of the Property to the payment of the principal of the Property or to be secured by this Security Instrument.

6. **Preservation and Maintenance of Property, Leaseholds, Condominiums, Planned Unit Developments.** Borrower shall keep the Property in good repair and shall cause the same to be kept in good repair or deterioration of the Property. Borrower shall not do anything affecting the Property that would result in the loss, withdrawal or postponement of a lien upon any residential property, and Borrower shall not do anything that would result in the loss of any lease of this Security Instrument. If the Security Instrument is a mortgagee policy, the proceeds of any insurance policy shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy.

If Lender and Borrower otherwise agree, the proceeds of any insurance policy shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy.

If Lender and Borrower otherwise agree, the proceeds of any insurance policy shall be applied to the payment of any insurance proceeds due upon the occurrence of an insurable event, whether or not the insurance policy is a mortgagee policy, and whether or not the insurance policy is a mortgagee policy.

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, 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 directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

**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 to bankruptcy, probate, for condemnation, foreclosure, 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 or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to take at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 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 demand of Lender.

9. **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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, in part thereof, or in crevice in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument.

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 to be applied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the circumstances 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 in reinstatement or repair of the Property or the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in 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.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

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Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may 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 and Borrower's successors in interest. Any forbearance by Lender on account of such occasion in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may without that Borrower's consent

14. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. A notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. 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, and to this end, the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recording hereof.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest therein 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 at 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 and on further notice or demand on Borrower.

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach, (2) the action required to cure such breach, (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured, and (4) that failure to cure such breach 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.

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Property Court

The notice shall further inform Borrower of the right to reinstate this Security Instrument after acceleration and the right to bring a court action or to assert in the judicial proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the completion of any foreclosure.

19. Borrower's Right to Reinstates. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, subject to limitations of applicable law, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the expiration of ninety (90) days (or such other period as applicable law may specify for reinstatement) from the date that Borrower has been served with summons or by publication or has otherwise submitted to the jurisdiction of the court in which such proceedings will begin, if: (a) Borrower pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this security instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

21. 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 any one else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply in the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential use and for 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 agency or private party involving the Property and any Hazardous Substances 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 21, "Hazardous Substances" are those substances defined as such in hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, insecticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

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

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Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any (parts) executed by Borrower simultaneously herewith and attached hereto.

INSURANCE COVERAGE NOTICE

Under the terms of this Security Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Lender's interest. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance of obligations. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

Juliette Ashford (Print Name) (Seal) Borrower (Print Name) (Seal) Borrower (Print Name) (Seal) Borrower (Print Name) (Seal) Borrower

STATE OF ILLINOIS, Cook County, Illinois, a Notary Public in and for said county and state do hereby certify that AMANDA C. THOMPSON, JULIETTE ASHFORD, ANICKLON not since REPARIED

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 19th day of MARCH 1997

My Commission Expires: [Stamp: OFFICIAL SEAL AMANDA C. THOMPSON Notary Public, State of Illinois My Commission Expires 8/16/98] Amanda C. Thompson (Signature) Notary Public



Loan No. 0091605188

ADJUSTABLE RATE RIDER  
(LIBOR 6 month Libor Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19th day of March 1997 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 Note (the "Note") to The Money Store Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 8036 South Carpenter Street, Chicago, IL 60609

(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 MINIMUM 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:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.150%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of October, 1997 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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 LIBOR - U.S. dollar denominated deposits in the London market based on quotations of major banks, as published by The Wall Street Journal. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published by The Wall Street Journal, the Note Holder will choose a new Index or source of Index that is based upon comparable information. The Note Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Five and 3/4 percentage points ( 5.750 %) to the Current Index. The Note Holder will then round the result of this addition up 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.

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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.

(D) Limits on Interest Rate Changes  
The interest rate I am required to pay at the first Change Date will not be greater than 11.150 % or less than 10.150 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding Six month(s). My interest rate will never be greater than 16.150 %, or less than 10.150 %.

(E) Effective Date of Changes  
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes  
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any payment change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

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

Juettie Ashford (Seal)  
Borrower  
  
\_\_\_\_\_  
Borrower  
  
\_\_\_\_\_  
Borrower  
  
\_\_\_\_\_  
Borrower

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