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1998-04-07 14:16:17
IL-SP-98-04-07-14:16:17
BRIDGEVIEW, IL

JL
BRIDGET WOOD

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MORTGAGE

0980225134

THIS MORTGAGE ("Security Instrument") is given on MARCH 31ST, 1998. The mortgagor is KRYSZTOF KUZEBSKI AND ANNA KUZEBSKA, HUSBAND AND WIFE AND EDWARD KUZEBSKI AND TERESA KUZEBSKA, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to MID AMERICA BANK, FSB.

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 1823 CENTRE POINT CIRCLE, P. O. BOX 3142, NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100

Dollars (U.S. \$ 171,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 9 IN BLOCK 2 IN GLENVIEW TERRACE SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTH EAST QUARTER OF FRACTION SECTION 11, TOWNSHIP #1 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1958, AS DOCUMENT NO. 17368598, IN COOK COUNTY, ILLINOIS.

10P

P.I.N.N: 09114080090000

which has the address of 311 MICHAEL MANNER
[Street]
Illinois 60025
(Zip Code) ("Property Address");

GLENVIEW
(City)

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1041 / 95 page 2 of 7

Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the paragraphs 1 and 2 shall be applied: first, to any principal due; forth, to prepayment charges due under the Note; second, to any late charges due under the Note; third, to interest due; and last, to any late charges due under the payable under paragraph 2;

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

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 due, Lender may, to justify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Funds are pledged as additional security for all sums secured by this Security Instrument. Funds, showing credits and debts to the Funds and the purpose for which each debt to the Funds was made. The funds, unless an agreement is made or applicable law requires to be paid, unless applicable laws provides otherwise. Unless an agreement is made or applicable law requires to be paid, unless applicable laws independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds annually according to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, including Lender, if Lender is such an institution) or in any other Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, unless Lender holds Funds in an institution whose deposits are insured by a federal agency, instrumentality, or entity 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 otherwise in accordance with applicable law.

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 which may attain priority over this Security Instrument in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if any, according to the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an insurance premium. Lender may, at any time, collect and hold Funds in an 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"), unless, however, law that applies to the Funds sets 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to record. Borrower warrants and certifies the Property and that the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, 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".

98272012

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98272012

Page 1 of 1

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 that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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 the 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, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement 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 dismissed 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. Borrower 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,

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1041 / 95 page 4 of 7

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released; Forfeiture By Lender Not A Waiver. Extension of the time for payment of

or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend payments.

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

this Security instrument whether or not the sums are then due.

agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is (d) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by agrees in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument or other taking of any part of the Property, or conveyance in lieu of condominium, are hereby assigned and shall be paid to the lender.

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, cause for the inspection.

shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection. Lender of the agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection. Lender or the agent may make reasonable entries upon and inspections of the Property. Lender will accept premium being paid by Borrower under the insurance coverage based or ceased to be in effect. Lender will insure applicable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums required by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an additional cost substantially equal to the cost to Borrower of the mortgage insurance previously in effect, for any reason, the mortgage insurance required by Lender ceases to be in effect, Borrower shall pay the premium being paid by Borrower under the insurance coverage based or ceased to be in effect. Lender will accept premium being paid by Borrower under the insurance coverage based or ceased to be in effect. Lender will insure applicable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premiums required by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an additional cost substantially equal to the cost to Borrower of the mortgage insurance previously in effect, for any reason, the mortgage insurance required by Lender ceases to be in effect, Borrower shall

6. 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, Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to

Allthough Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs, property. Lenders actions may include paying any sums secured by a lien which has priority over this Security. The Lender may do and pay for whatever is necessary to protect the value of the Property and Lenders rights in the property (such as proceeding in bankruptcy, probate, for condemnation or forfeiture of to enforce laws or regulations). Contained in this Security instrument, or there is a legal proceeding that may significantly affect Lenders rights in the property, the Lender shall merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrower's occupancy of the Property as a principal residence, if this Security instrument

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interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any 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, 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 sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 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 judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

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24. **Riders to the Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

23. **WEAKER OR HOMESTEAD.** Borrower waives all right of homestead exemption in the property.

22. **Releasee.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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 materials, petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental agency or regulatory authority involving the Property and any Hazardous Substance or Environmental Law of which the Borrower has actual knowledge. If Borrower learns, or is notified by any governmental 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 governmental regulations.

Borrowers' obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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7/27/2012

(Check applicable box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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

Witnesses:

KRZYSZTOF KUZEBSKI

(Seal)
Borrower

TERESA KUZEBSKA

(Seal)
Borrower

Anne Kuzeb'ska
ANNA KUZEBSKA

(Seal)
Borrower

(Seal)
Borrower

Edward Kuzeb'ska
EDWARD KUZEBSKI

(Seal)
Borrower

(Seal)
Borrower

STATE OF ILLINOIS,

I, *The undersigned Notary Public*, County of *Cook*, Notary Public in and for said county and state do hereby certify that KRZYSZTOF KUZEBSKI AND ANNA KUZEBSKA, HUSBAND AND WIFE AND EDWARD KUZEBSKI AND TERESA KUZEBSKA, HUSBAND AND WIFE

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

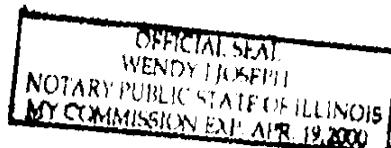
• 24st day of November 1998
Notary Public Seal

My Commission Expires:

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1823 CENTRE POINT CIRCLE
P.O. BOX 3142
NAPERVILLE, IL 60566-7142

WHEN RECORDED RETURN TO:
MID AMERICA BANK, FSB.
1823 CENTRE POINT CIRCLE
P.O. BOX 3142
NAPERVILLE, IL 60566-7142



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ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of MARCH , 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 Adjustable Rate Note (the "Note") to MID AMERICA BANK, FSB.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 311 MICHAEL MANNOP, GLENVIEW, ILLINOIS 60025
(Property Address)

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

The Note provides for an initial interest rate of 6.625 %. 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 first day of APRIL 1ST , 2001 , and on that day 12th month 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 weekly average yield on United States Treasury securities adjusted 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

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(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 amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.625 % or less than 6.625 %. Thereafter, my 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 twelve months. My interest rate will never be greater than 12.625 %, which is called the "Maximum Rate", or less than 6.625 %, which is called the "Minimum Rate".

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and 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

Uniform Covenant 17 of the Security Instrument is 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 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 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, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also 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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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

KRZYSZTOF KUZEBSKI

(SEAL)
Borrower

ANNA KUZEBSKA

(SEAL)
Borrower

EDWARD KUZEBSKI

(SEAL)
BORROWER

TERESA KUZEBSKA

(SEAL)
BORROWER

Property of Cook County Clerk's Office