RECORDING REQUESTED BY: WORLD SAVINGS AND LOAN ASSOCIATION

WHEN RECORDED MAIL TO: WORLD SAVINGS A! D LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

3781104

2420 West 26th Avenue Denver, Colorado 80211

		LOAN	NO. 59-10233-5
	MORTGA	AGE	J.
THIS	IS A FIRST	MORTGAGE	8/
THIS MORTCAC & ("Security	Instrument") is given on. The mortgagor is	MARCH 22, 1989 GEORGE BRUMFIELD MARRA	EDITO A BACHEL

("Borrower"). This Security Instrument 's given to WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAYINGS AND LOAN ASSOCIATION AND OR ASSIGNS, which is organized and existing under the laws of the United 

The mortgagor is

\$40,000.00 Dollars (U.S.

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 pays ale on APRIL 01, 2004. This Security payments, with the full debt, if not paid earlies, due and payable on Instrument secures to Londer: (a) the repayment of the debt evidented by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, 63 anied under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants 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 COOK County, Illinois:

SEE EXHIBIT "A" ATTACHED, INCORPORATED HER'EM BY REFERENCE

REAL ESTATE INDEX NUMBER:

EARNESTINE BRUNG A ELD

16-04-216-007

which has the address commonly known as:

5143 WEST POTOMAC CHICAGO, IL 60651

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenences, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All or 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, 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.

H.LINOIS -- Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12: 83

Proberty of Cook County Clerk's Office

31. 7. 20.

# 101101

### UNOFFICIAL COPY.

EXHIBIT "A"

WORLD SAVINGS AND LOAN ASSOCIATION a Federal Savings and Loan Association

LOAN NO. 59-10233-5

Lot Fourteen (14) in Block One (1) in William A. Bond and Company's First Addition to Austin, being Frank T. Crawford's Cubdivision of Blocks Six (6) and Seven (7) in Commissioner's Subdivision of the South West Quarter (1/4) of the Northeast Quarter (1/4) of Section 4, Township 39 North, Range 13 East of the Third Principal Meridian, also the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 4, aforesaid, in Cook County, Illinois. the 4, a. Dropperty of Cook County Clark's Office

REL-331 (3/85)

Property of Cook County Clark's Office

UNIFORM COVE UNTO BOTH WET and Lender Coverant agricult follower and Lender Coverant agriculture followers agriculture followers and Lender Coverant agriculture followers agricultu

1. Payment of Frincipal and Interest; Prepayment and Late Charges. Horrower shall promotly may when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges one under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall may to L. ader on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Yunds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (b) yearly leasehold payments or ground tents on the Project, if any; (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items" Leider may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrib items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrib items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sunis secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lei dei. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the same of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Flyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be upplied, first, to late charges due under the Note; second, to preparement charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessment, 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 ow a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borro ver makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard Insurance. Borrower shall keep the improver on its now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morigane 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 nonces. In the event of loss, Borrower the love prompt notice to the insurance carrier and Lender I ender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shill be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the surns secured by this Security Instrument, whether or not then due, with an exciss paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a name from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process 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 [ha] 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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from domage 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not uestroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Incurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of it e Property and Lender's rights in the Property | ender's actions may include paying any sums secured by a hen which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so

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

REL-894B (9/87)

occurred. However, this right to remistate shall not apply in the case of acceleration mider paragraphs. 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if a seccetation had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upor reinstatement by reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Proper y and Borrowei's occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses mourres; in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may Security Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration applicable law may specify for reinstrutement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

remedies permitted by this Security Instrument without further notice or dariand on Borrower and have the right to have this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lendur may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

rederal law as of the date of this Security Instrument. 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 pronibited by

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

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural

Note are declared to be severable. which car be given effect without the conflicting provision To this end the provisions of this Security It strument and the

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security lightry ment or the Note jurisdiction in which the Property is located. In the event that any provision of clause of time Security, instrument or the

15. Governing Law; Severability. This Security Instrument shall be governed by Sederal law and the law of the dqargaraq kidi qi

provided for it. this Security Instrument shall be deemed to have been given to Borrow if at Lender when given as provided tiest class mail to Lender's address stated herein of any other address. Lender designates by notice to Borr in T. Any notice Property Address at any other address Botrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another steined. The notice shall " directed to the Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by 14. Notices.

**ស្ងេះនដ្**លែងស្គា រ permitted by paragraph 19. If Lender exercises this option, Lender shirillake the step: specified in the second paragraph of

may require immediate payment in full of all sums secured by this forturity Instrument and may my ke any remedies partial prepayment without any prepayment charge under the No entransment of applicable laws has the effect of residenting any provision of the Mote of this Security Instrument on infinceable according to its terms. Let at its option,

connection with the loss exceed the permitted limit; then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge to the permitted from Borrower. Lender may, thoose to make this refund by reducing the principal owed permitted limits will be refunded to Borrower. Lender may, thoose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrow r. If a refund reduces principal, the reduction will be treated as a

12. Loan Charges. If the loan secure, by this Security Instrument is subject to a law which see a maximum loan charges, and that law is finally interpreted so to a charges collected or to be collected in that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower ma; agree to extend, this: Borrower's interest in the Property under the terms of this Secutify Instrument; (b) is not personally obligated to pay instrument but does not execute the pluster (a) is co-signing this security instrument only to morteag grant and convey of paragraph 17. Borrower's covenent and agreements shall be joint and several. Any Borrower who co-agns this Security this Security Instrument shall by ad and benefit the successors and assigns of Lender and Borrower, subject to the provisions

11. Successors and Ass pas bus Dound; Joint and Several Liability; Co-signers. The covenants and agreements of shall not be a warver of or proclude the exercise of any right or remedy. by the original Borrower or Corrower's successors in interest. Any forbearance by Lender in exercising at warpfit or remedy his ment of otherwise as differenties to commence proceedings against any successor of relies to extend time for bender shall not be set telused to commence proceedings against assessor in interest or relies to extend time for alercest of Borros, shall not operate to release the liability of the original Borrower or Borrower's successoring interests. modification of constitution of the sums secured by this Security Instrument granted by Lender to any successor in

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the tim: for payment or postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small not extend or

to the sums secured by this Security Instrument, whether or not then due. giver, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or make an award or settle a claim for damages, Borrower fails to resprind to Lender within 30 days after the Jate the notice is

If the Property is auandoned by Borrower, or if, after notice by Lender to Borrower that the cor de mnor offers to

assigned and shall be paid to Lender.

becore the taking, divided by (b) the fair market value of the Property immediately before the taking, on balance shall be the amount of the proceeds multiplied by the following fraction; (a) the total amount of the process multiplied by the following traction; (a) the total amount of the uniess Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument st. Il be reduced by 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

any condemnation or other taking of any part of the Property, or for conveyance in licu of condemn tions, are hereby Condemnation. The proceeds of any award or claim for damages, direct or conrequential, it connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law Borrower shall pay the premiums required to maintain the insurance in effect until auch time as the requirement for the

If Lender required mortgage intertance as a condition of making the toon secured by this Security Instrument.

### PREPARED BY: WILLIAM THE FILE AND THE PARENTE OF TH

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AVENUE DENVER, COLORADO 80211

ATTENTION: Documentation Department

### MODIFICATION TO FIXED RATE NOTE AND FIXED RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

DATE: MARCH 22, 1989

\$40,000,00

59-10233-5

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Promissory Note ("Note") and Mortgage ("Security Incrument") of even date herewith which were executed by Borrower. The Security Instrument was executed by Borrower and creates a lien in favor of World Saving, and Loan Association, a Federal Savings and Loan Association ("Lender"). This Modification and Rider is attached to both the Note and Security Instrument. To the extent that the provisions of this Modification and Rider are inconsistent with the provisions of the Note and the Security Instrument, the provision; of this Modification and Rider shall prevail and shall supersede any such inconsistent provisions in the Note and Security Instrument. Except to the extent modified by this Modification and Rider and other rider(s), if any, the provisions of the Note and Security Instrument shall remain in full force and effect.

- 1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Paragraph 1 of the Security Instrument is amended to read in its entirety as follows:
  - "1. Payment of Principal and Interest; Problement 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, and the principal and interest on any future advances (as hereinafter defined) secured by this Security Instrument."
- 2. APPLICATION OF PAYMENTS. Paragraph 3 of the Security Instrument is amended to read in its entirety as follows:
  - "5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 snall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; and finally, to the principal of the Note. Payment shall be made in lawful currency of the United States of America."
- 3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amonded to read in its entirety as follows:
  - "6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, damage or substantially change the Property or allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires

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fee title to the Property, there will be no merger of the fee title and leasehold without Lender's prior written consent.

#### Planned Unit Development Obligations

If this Security Instrument is on a unit in a planned unit development ("PUD"), the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities as described in the PUD Agreement or any other document which creates the PUD ("Declaration"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD ("Owners Association") and the uses, benefits and proceeds of Borrower's interest.

If this Security Instrument is on a unit in a PUD, Rorrower shall perform all of Borrower's obligations under the PUD's covenants, codes, restrictions and Constituent Documents. The "Constituent Documents" are the (i) Declaration: (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and ('ii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay dues and assessments imposed pursuant to the Constituent Documents.

### B. Condominium Obligations

If this Security Instrument is on a unit in a condominium ("Condominium"), the Property includes, but is not limited to, such unit in the Condominium project, together with an undivided interest in the common elements of the Condominium project. If the Owners Association or other entity which acts for the Condominium project ("Owners Association") holds title to Property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest. and benefits of Borrower's interest

if this Security Instrument is on a unit in a Condominium, Borrower shall perform all of Borrower's obligations under the Condominium project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which greates the Condominium project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents; (v) articles of incorporation; and (vi) covenants, conditions and restrictions. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

### Common PUD and Condominium Obligations

#### (1) Public Liability Insurance

The Corrower shall take such intion as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

#### (2) Lender's Prior Consent

The Borrower shall not, except after notice a Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(a) the abandonment or termination of the PUD or Condominium project, except for abandonment or termination required by law is the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(b) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

of (c) termination professional management and assumption of self-management of the Owner's Association; or

(d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners

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Association unacceptable to Lender.

#### (3) Hazard Insurance

With specific reserence to PUD's or Condominiums, in addition to Paragraph 5 ("Haza) I Insurance") of this Security Instrument, so long as the Owners Association maintains, with an insurance carrier reasonably acceptable to Lender, a "master" or "blanket" policy on the PUD or Condominium project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(a) Lender waives the provision in Paragraph 2 ("Funds for Taxes and Insurance") of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property;

(b) Borrower's obligation under Paragraph 5 ("Hazard Insurance") of this Security Instrument, to maintain hazard insurance coverage on the Property, is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy;

(c) Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage;

(d) In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the Condominium unit or to common elements thereof, or whether to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Borrower.

#### (4) Concernation

The proceeds of any award or claim for damages, direct or consequential, payable to Borrover in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or the common elements of the Condominium, or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by this Security Instrument as provided in Paragraph 9 ("Condemnation").

#### (5) Remedies

If Borrower does not pay all Condominium or PUD dues and assessments in full when due, Lender may then or thereafter exercise all remedies provided under this Security Instrument or Lender, at its sole option, may elect to pay such dues and assessments. Any amounts paid by Lender under this paragraph shall become Borrower's additional dobt secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of dispursement at the then applicable Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment."

4. LEGISLATION AFFECTING LENDER'S RIGHTS. Paragraph 13 of the Security Instrument is amended to read in its entirety as follows:

"13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Paragraph 19."

5. GOVERNING LAW; SEVERABILITY. Paragraph 15 of the Security Instrument is amended to read in its entirety and the Note is amended to include:

Governing Law: Severability. The loan secured by this Security Instrument is made pursuant to, and shall be construed and governed by, the laws of the United States and

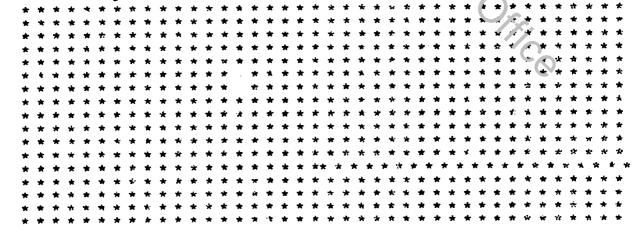
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the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Security Instrument or the Note or any other notes or obligations secured by this Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses or previsions of this Security Instrument or the Note or other notes or obligations secured by this Security Instrument."

6. DEFAULT AND ACCELERATION. Time is of the essence hereof. Upon failure to pay any payment when due or to perform any obligation, covenant or agreement in the Note, in the Security Instrument, in other security instruments which secure the Note, or in any other document executed by Borrower to induce Lender to make the loan evidenced by the Note, or if any statement made by Borrower in any such document is false or misleading, then Borrower shall be in default under the Note and all principal and accrued interest shall, at Lender's option and without notice, become immediately due and payable in full. Reference is made to the Security Instrument for rights as to the acceleration of the indebtedness evidenced by the Note, including Paragraph 17 of the Security Instrument and Paragraph 10 of the Note which are amended as follows:

"Transfer of the Property or a Beneficial Interest in Borrower; Assumption. If all or any part of the Property or an 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, lander may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If Borrower fails to pay such sums immediately upon the demind of Lender, Lender may, without further notice or demand or borrower, invoke any permitted remedies. 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 shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Security Instrument shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement acceptai in writing by Lender, Lender shall release Borrower from all obligations under this Security Instrument and the Note."



7. FUTURE ADVANCES. Upon request of Borrower, Lender, at Lender's sole option prior to the release of the Security Instrument may make future advances ("Future Advances") to Borrower. Such Future Advances, with interest thereon,

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shall be secured by the Security Instrument when evidenced by promissory notes stating that said notes are secured thereby.

- 8. LOAN CHARGES. If the loan secured by the 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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed 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.
- 9. PREPAY. Burrower shall have the right to prepay the principal amount outstanding in full or in part provided Lender may require that any partial prepayments shall be made on the date morthly installments are due and shall be in the amount of that part of one or more installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not extend or postpone the due date or any subsequent monthly installments or change the amount of such installments unless the lander shall otherwise agree in writing.



- 10. WAIVER OF HOMESTEAD EXEMPTION, PRESENTMENT, NOTICE OF DISHONOR AND PROTEST; JOINT AND SEVERAL OBLIGATION. The homestead exemption and the rights of presentment, notice of dishonor and protest are hereby waived by Borrower and all sureties, guaranters and endorsers of the Note. The Note shall be the joint and several obligation of all Borrowers, sureties, guaranters and endorsers and shall be binding upon them and their successors and assigns.
- 11. COSTS OF COLLECTION OR ENFORCEMENT. In the event Lender takes any action to collect or enforce any provision of the Note, Borrower will pay to Lender on demand all costs and expenses incurred by Lender with respect to the same including, without limitation, reasonable attorney's fees and court costs to the extent not expressly prohibited by applicable law, whether or not a lawsuit is brought.
- 12. INJURY TO PROPERTY. All of Borrower's causet of action, whether accrued before or after the date of the Security Instrument, for damage or injury to the Property or any part thereof, or in connection with the transaction financed in whole or in part by the finds loaned to dorrower by Lender, or in connection with or affecting said Property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, are, at Lender's option, assigned to Lender; and the proceeds thereof shall be paid to Lender, who, after deducting therefrom all of Lender's expenses, including reasonable attorney's fles, may apply such proceeds to the sums secured by the Security Instrument or to any deficiency under the Security Instrument or may release any moneys so received by Lender or any part thereof, as Lender may elect. Lender may, at its option, appear in and procedute in Lender's own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute such further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.
- 13. STATEMENT OF OBLIGATION. Lender may collect a fee of fifty dollars (\$50.00) or such other maximum amount as from time to time is allowed by law for furnishing any statement of obligation, Lender's demand or any other statement

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regarding the condition of or balance owing under the Note or any other note or obligation secured by the Security Instrument.

- 14. OFFSET. No indebtedness secured by the Security Instrument shall be deemed to have been offset or to be offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender; and in respect to the indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, the benefits of any applicable law, regulation or procedure which substantially provides that, where cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in an answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting a claim would at the time of filing an answer be harred by the applicable statute of limitations.
- 15. MISREPRESENTATION OR FAILURE TO DISCLOSE. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Note; and in the event that Borrower has made any material misrepresentation or failed to disclose any material fact. Lender shall have the right. It Lender's option and without prior notice, to declare the indebtedness educed by the Security Instrument, irrespective of the maturity date specified in the Note or in this Modification and Rider, immediately due and payable.
- 16. PARAGRAPH HEADINGS. Paragraph headings are for the convenience of the parties only and are not to be used in interpreting or construing this Modification and Rider.

IN WITNESS WHEREOF, the undersigned has executed this Modification and Rider on the day of

GEORGE BRUMFIELD	(Seal)	TARKEBEAREI BREEVELLER	(Soal)
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5143 WEST POTOMAC Mailing Address		CHICAGO, IL 6065; City, State, Zip Sode	***************************************

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ACKNOWLEDGEMENT ATTACHED

Property of Cook County Clerk's Office.

(INDIVIDUAL) STATE OF ILLINOIS	CAL COPY 0 4
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STATE OF ILLINOIS COUNTY OF	
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personally known to me, or proved to me on the basis of satisfa	ctory evidence. to be the person(s) whose name(s)
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Notary Public in and for said County and State	$O_{\mathcal{S}_{n}}$
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behalf of the partnership and acknowledged to me that the	e partnership executed it.
WITNESS my hand and official seal.	

ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

Notary Public in and for said County and State

Property of Cook County Clark's Office

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RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 26TH AMENUE DENVER, Cu 80211

#### OPKER-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 55-20233-5

DATE: MARCH 22, 1989

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even of to which this Rider is attached as well as the nate ("Note") which said Security Instrument secures. To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or Note, the provisions of this Rider shall prevail and shall approved any such inconsistent provisions. supersede any such inconsistent provisions,

#### 1. Owner-Occupancy

As an inducement for Lender to make the loan secured by the Security Instrument, Borrower has represented to Lender that the secured property will be occupied, within thirty (30) days following recordation of the Security Instrument and during the twelve (12) month period immediately following recordation of the Security Instrument, as the primary residence of the person or persons holding title to the secured property or coming the property ("Owner").

Borrower acknowledges that Lender would not have agreed to make the loan unlass the secured property was to be owner-occupied and that the interest rate set forth on the face of the Note and other terms of the loan were determined as a result of Borrower's representation that the secured property would be owner-occupied. Borrower further acknowledges that among other things, purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans be owner-occupied; Lender's ability to sell a loan (which it often does in the ordinary course of business) will be impaired because the risks involved and the costs of holding and administering a loan are often higher in the case of a loan where the secured property is not occupied as the primary residence of the Owner(s); and, if and when Lender makes a lean on non-owner-occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties.

Accordingly, in the event the secured property is not occupied, within the time period set forth above, as the primary residence of the Owner(s), the holder of the Note may, at its option, (a) declare all sums secured by the Security Instrument to be immediately due and payable, or (b) effective upon

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Property of Cook County Clerk's Office

59-10233-5

written notice to the owner (s) within twelver (.3) ments after recordation of the Security Instrument increase the interest rate on any sums owing under the NOTE TO AN INTEREST RATE OF THIRTEEN AND SEVEN-EIGHTHS PERCENT(13.875) FOR THE REMAINING TERM OF THE NOTE AND MODIFY THE AMOUNT OF THE MONTHLY INSTALLMENTS TO PERMIT AMORTIZATION OF THE LOAN AT SUCH NEW RATE BY THE END OF THE ORIGINAL TERM THEREOF.

The rights of Lender hereunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law.

#### 2. Misrepresentation or Nondisclosure

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IN WITNESS WHEREOF, THE BURKFWER HAS EXECUTED THIS RIDER ON THE

22ND

DAY OF MARCH

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(Seal)	(Seat)
5143 WEST POTOMAC	CHICAGO, IL <b>60</b> 651

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEA'S ABOVE)

INDIVIDUAL

Mailing Address

NOTARY ATTACHED.

City, State, Zip Code

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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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WORLD SAVINGS AND LOAN ASSOCIATION

A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION 2420 WEST 26TH AVENUE DENVER, CO 80211

#### RIDER TO SECURITY INSTRUMENT

#### BORROWER'S WARRANTY OF FINANCING TERMS

"QUICK QUALIFYING" LOAN PROGRAM

LOAN NO. 59-10233-6

DATE: MARCH 22, 1989

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into the MORTGAGE ("Security Instrument") of even date to which this Rider is attached as well as the note which said Security Instrument secures ("Note"). To the extent the provisions of this Rider are inconsistent with the provisions of the Security Instrument or the Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions.

As an inducement for World Savings and Loan Association, a Federal Savings and Loan Association, ("Lender") to make the loan secured by the Security Instrument (Loan) Borrower has represented the following to Lender: (a) that Borrower currently has no other outstanding "Quick Gualifying" loans with Lender; (b) that no separate escrow is planned or has been initiated on this Property; (c) that in the case of a purchase transaction (1) that the transaction is a bona fide purchase transaction; (2) that the down payment paid in reference to the Loan was a cash down payment; (3) that the down payment was paid with Borrower's own funds; (4) that the payment of the down payment cid not result in an adjustment to the sales price of the property; and that (5) there were no credits to the down payment or other similar financing arrangements.

Borrower acknowledges that Borrower has made the foregoing representations and disclosures to Lender in order to induce Lender to make the Loan evidenced by the Note or notes which the Security Instrument secures, and that Lender would not have made said Loan in the absence of said representations and disclosures. Accordingly, it shall be reasonably presumed that any secondary financing obtained or escrow opened on the Property within six (6) months of the date first appearing above shall be for the purpose of acquiring or obtaining further financing on said Property and shall therefore be deemed a breach of Borrower's warranty to Lender, and further shall be deemed a material misrepresentation and a failure to disclose a material fact to Lender.

In the event that Borrower has made an, material misrepresentation or failed to disclose any material fact, Lender at its sole option and without prior notice, shall have the right, notwithstanding anything contained in the Note or Security Instrument to the contrary, to either (a) declare the indebtedness secured by the Security Instrument, irrespective of the Maturity Date specified in the Note or notes, immediately due and payable or (b) increase the then applicable Current Interest Rate, as well as the Initial Interest Rate if the Note is an adjustable rate Note (as these terms are defined in the Note),

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The rights of Lender hereunder shall be in addition to any other rights of Lender under the Note and Security Instrument or allowed by law.

If any provision, paragraph, or clause of this Rider to Security Instrument is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions, paragraphs or clauses so construed or interpreted and shall not affect any other provision, paragraph or clause in this Rider, the Note, Security Instrument or other Agreements or riders.

DAY OF MARCH 39

IN WITNESS AHEROF, THE DORROWER HAS EXECUTED THIS RIDER ON THE

Mailing Address	City, State, Zio Code
5143 WEST POTOMAC	CHICAGO, IL 60651
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PLEASE SIGN YOUR NAME EXALTLY AS IT APPEARS AJOVE

INDIVIDUAL

NOTARY ATTACHED.

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Process of County Clark's Office

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STATE OF ILLINOIS COUNTY OF	
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personally appeared GEORGE BRUMFIELD /M/N/ /M/M/N/H/S	
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Property of Cook County Clark's Office

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall turther inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of red imption following juducial sale, 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 rems of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of reats, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the string secured by this Security Instrument.

21. Refers. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Porrower Borrower shall pay any recordation costs.

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

23. Riders to Lis Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the rownants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of die Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

( <i>O</i> )		
Adjustable Rate Rider	Planned Unit Development	Rider XOwner Occupancy Rider
Graduated Payment Rider	-Y Fixed Rate Rider	XQuick Qualifying Rider
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Other(s) [specify]		
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BY SIGNING BELOW, Borrower a any rider(s) executed by Borrower and re-	ccepts and agrees to the term, and cover corded with it.	ants contained in this Security Instrument and in
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CHICAGO IL 60651

NOTARY ACKNOWLEDGEMENT ATTACHED AS EXHIBIT "E"

5143 WEST POTOMAC

Property of Cook County Clerk's Office

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