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BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 3RD day of APRIL 19 89 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 covering the property owned by the Borrower to secure Borrower's Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

941 SOUTH KENILWORTH, OAK PARK, ILLINOIS 60304

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of it is Borrower's right to make the biweekly payments as follows:

1. (omitted)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) Time and Place of Payment

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on MAY 18 19 89. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 513.37

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on SEPTEMBER 24, 2009, which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

5. (omitted)

6. (omitted)

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payment:

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above, as of the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive months of a loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates, the amounts of the new monthly payments, the new interest rate, the effective date of the interest rate increase, and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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


STEVE DANEKATER (Seal)
Borrower


MARCIA DANEKATER/HIS WIFE (Seal)
Borrower

FOR ALL OTHER USE ONLY

06/19/94

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72-02-915 F1

NOT RECORDED

(Space Above This Line For Recording Use)

MORTGAGE

204056-2

THIS MORTGAGE ("Security Instrument") is given on **APRIL 3 1989**. The mortgagor is **STEVE DANENAYER AND MARCIA DANENAYER, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS** which is organized and exists under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4840 NORTH HARLEM, BLOOMINGTON, ILLINOIS 60634** ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED AND NO/100**

Dollars (U.S. **113,400.00**)

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 **SEPTEMBER 24, 2009**. The Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 16 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 1 TO 8 INCLUSIVE IN WALTER B. DEAY'S ADDITION TO OAK PARK, BEING A SUBDIVISION OF LOTS 5, 6, AND 7 IN MOYRE'S SUBDIVISION OF LOT 7 OF SUBDIVISION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

16-18-305-039-0000

which has the address of **941 SOUTH KENNEDY** (in part)

OAK PARK (in part)

ILLINOIS 60304 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, 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 that also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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 will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with minor variations by jurisdiction to constitute a uniform security instrument covering real property.

Mortgage

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THE ILLINOIS HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
6901 WEST LEXINGTON PARK ROAD
CHICAGO, ILLINOIS 60631
ATTENTION: SHARON BARNES

RECORD AND RETURN TO:

CHICAGO, ILL. 60641

PREPARED BY:

My Commission Expires:

set forth

Given under my hand and official seal this

3784390

DAY OF APRIL

signed and developed said instructions. THESE fees and voluntary fee for the use and preparation of this

submitted to the foregoing jurisdiction in person or by mail on the day in person, and return to me

personally known to me to be the same person(s) whose name(s)

do hereby certify that STEVE DANENWAYER AND MADRICA DANENWAYER, BOBBY AND NINA

a Notary Public in and for Cook County, Illinois.

The Underigned

STATE OF ILLINOIS

COOK

County of:

[Space below this line for acknowledgment]

(Date)

(Date)

(Date)

(Date)

By SIGNING Below, Borrower, accept and agree to the terms and covenants contained in the Security Instrument and in any riders (if any) attached hereto and recorded with it.

Other(s) (Specify) **EXPRESSLY INVESTMENT RISKER**

Graded Payment Plan

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Instrument. (Check appropriate box(es).)

20. Lender in Possession. Upon acceleration under paragraph 19 or voluntary redemption of this Property, at any time but not limited to, reasonable attorney's fees and costs of this evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any reasonable cost.

22. Waiver of Remedies. Borrower waives all right of remedies enforcement in the Priority.

23. Rider to Security Instrument. If not a more detailed agreement by Borrower and Lender, together with this Security Instrument, the covenants and agreements of each shall remain in full force and effect and shall constitute a part of the Security Instrument. (Check appropriate box(es).)

24. Maintenance. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any reasonable cost.

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Property of Cook County, Illinois

CHICAGO ILLINOIS
60641

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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 requirements for the insurance terminate in accordance with Borrower's and Lender's written agreement or applicable law.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

Unless Lender and Borrower otherwise agree 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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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.

11. Sureties and Assigns Surety 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.

12. 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.

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. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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 if not 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 the 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 to 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.

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 Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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requesting payment. Lender and Borrower agree that the date of assignment at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower. Lender shall have the right to assign the debt evidenced by the Note and any payments and late charges due under the Note.

Any amount 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, those amounts shall bear interest from the date of disbursement under this paragraph 7. Lender does not have to do so.

Lender may take action under this paragraph 7, Lender does not have to do so. Lender may take action under this paragraph 7, Lender does not have to do so. Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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, Lender may take action under this paragraph 7, Lender does not have to do so.

6. Preservation and Maintenance of Property; Losses. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If the Security Instrument is on a leasehold and 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 in writing.

5. Hazard Insurance. Borrower shall keep the improvements not 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 for the entire term of the loan and for the period that Lender requires. The insurance carrier per writing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be unreasonably withheld.

4. Changes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property over this Security Instrument. Lender may require that any part of the amount of the Funds held by Lender be used to pay the amount of the Funds held by Lender. Lender may require that any part of the amount of the Funds held by Lender be used to pay the amount of the Funds held by Lender.

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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay the amount of the Funds held by Lender. Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than ten business days after the date of the Property, or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the amount secured by this Security Instrument.

1. Payment of Principal and Interest. Borrower and Lender covenant and agree as follows: (a) Lender shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender) Lender shall apply the Funds to pay the amount of the Funds held by Lender. Lender may not charge for holding and applying the Funds, applying the amount or writing the amount of the Funds held by Lender. Lender may not charge for reporting service shall not be a charge for purposes of the preceding sentence. 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 debt, to the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the amount of the Funds held by Lender, shall exceed the amount required to pay the amount of the Funds held by Lender. If the amount of the Funds held by Lender is not sufficient to pay the amount of the Funds held by Lender, 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 Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than ten business days after the date of the Property, or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the amount secured by this Security Instrument.

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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 19 the Property is sold or acquired by Lender, Lender shall apply, no later than ten business days after the date of the Property, or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the amount secured by this Security Instrument.

1. Payment of Principal and Interest. Borrower and Lender covenant and agree as follows: (a) Lender shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender) Lender shall apply the Funds to pay the amount of the Funds held by Lender. Lender may not charge for holding and applying the Funds, applying the amount or writing the amount of the Funds held by Lender. Lender may not charge for reporting service shall not be a charge for purposes of the preceding sentence. 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 debt, to the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the amount of the Funds held by Lender, shall exceed the amount required to pay the amount of the Funds held by Lender. If the amount of the Funds held by Lender is not sufficient to pay the amount of the Funds held by Lender, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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