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WHEN RECORDER MAIL TO:

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Denves Cokeano Holli TAIN West 26th Avenue

CONTRACT STOR

ATTENTION DOCUMENTATION DEPARTMENT (Space Above This Lane for Recording Data)

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MORTGACE

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MAY 15, 1989 ' THOMAS E, SARIKAS AND DEBORAH A.

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HIZ MILE SERVING SAMERAS

*** to une legionist est States of America and whose address is 2420 West Still Avenue, Denver, Colorado 80211 ("Londer"), Borrower owes Lender

the principal sum of ONE HUNDRED THO THOUSAND FOUR HUNDRED AND 30/100 SAVINGS AND LOAN ASSOCIATION ALLOANS, which is organized and existing under the larve of the United ("Batawei"), This Secusity Institution, it siven to WORLD SAVINGS AND LOAN ASSOCIATION, A FEDERAL

Note For this purpose, Burrower does nately markange, grant and our est to Lender the following described property located See by fournment and (2) the performance of Bostower's covings and agreements under this Security Instrument and the mergiperious! (p) 498 basement of all other sums, with interest advanced under paragraph 7 to protect the security of this instructions coming to Localor (at the repayment of the debi evidenced by the Note, with interest, and all renewals, extensions and This debt is evidenced by Borrower's now dured the same date as this Security Instrument ("Note"), which provides for monthly synthesists with the full of it, it has paid earlier, due and pays de on MAY 15. 2019 \$102,400.00 Dollars (U.S.

SEE EXECUTION ALLY CHEEF INCORPORATED TREASUR OF REPRESION

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HEVE BELVLE BROEK VERBEW: 03-18-373-018-0000

VELTINGTON HEIGHTS, IL 1201 KENNICOLL VAENDE

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"Anecord" oh as memarant All registerments and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security rents, any alors, minoral, oil and 325 tigits and mofile, water rights and atook and all fixtures now or dereafter a part of the property. POCETHER WITH all the unprovements now or beserves or the propent, and all easements, ngins, apparenances,

will detend generally the title to the Property against ail claims and demands, subject to any encumbrances of record. great and consay the Property and that the Property is unescumbased, except for encuriting and evolutional forrower which and ****ONEQWEX COVENANTS that Borrower is lawfully seised of the setate hereby conveyed and has the right to mortgage,

Ациадомд реац Вициалого пиримицем Анилого интория в этиручного се пологрений бы висовилум THE SECURITY INSTRUCTOR combines uniform concentration national use and non-uniform coverants with limited

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UNIFORM COVE JANT Horro ver an inter der covenir a nd agere as followed

1. Payment of Poincipal and Micerest, Prepayment and Live Charges. Do rower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to L written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, unto the Note is paid in full, a sum "Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrumes—(b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrive terms." Lender may estimate the Funds due on the basis of current data and reasonable estimates of further escrive 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 thall apply the Funds to pay the excrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow 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 make 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 Finds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of F: id: ayable 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 shr — may 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 seet red by this Security Instrument, Lender shall promptly reish to Bosrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately order to the sale of the Property or its exquisition by Lender, any Funds held by Lender at the time of application at a credit against the sums secured by this Security Instrument.

3. Application of Psyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts paycole under paragraph 2: fourth, to interest due; and last, to principal due

4. Charges: Liens Horrower shall pay all taxes, assessment, charges, fines and imposit, is attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground roots, if any Borrower shall pay these obligation; in the manner provided in paragraph 2, or if not paid in that is anner, dorrower 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 Borrow a makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any non which has princity over this Security Instrument unless Borrower (x) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; this contents 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 furfeiture of (x) y part of the Property; 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 florrower a notice identifying the lien. Borrower shall satisfy the lien of the one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by hie, 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 who is shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to hender and shall include a standard magage clause. Lender shall have the right to hold the policies and renewals. If Lender requires incorrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower wall give prompt rotice 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 Lencer's recurity 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 sums secured by this Security Instrument, whether or not then due, with any race's paid to Borrower. If Borrower abandons the Property, or does not ansiver 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 pro-order to pay sums secured by this Security Instrument, whether or not then due. The 50 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal the Count extend or postpone the due dute of the monthly payments referred to in paragraphs 1 and 2 or change the an ount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance points—and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Lenseholds. Borrower shall not destroy, damage or substantially change the Property allow the Property to deteriorate or commit waste. If this Security Invitament 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 fusurance. If Borcower 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 the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a fien which has priority. It this Security instrument, appearing in court, paying reasonable atrophys' fees and entering on the Property in mall a repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lei, Jer 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 Embutsement at the Note rate and shall be payable, with interest, upon notice. Com Lender to Borrower regresting payment.

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re-wides permitted by Hills Suburity Instrument without further notine or demand on Burrower. georatify instrument if Burnower fails to pay these sums prior to the expuration of this period, Lender may invoke any of the feet chair and seven the year the motion of attention within which Borrower must execute the body to be

the notice exercises this option. Lender shall give Borrower notice of acceleration if its notice labell provide a present

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Transfer of the broperty or a Baneficial Extenses in Borrower. If all or any part of the Property or any

to. Borrower's Copy. Borrower shall be given one conformed copy of the Near and of the becauth forstunated

Note are declared to be severable: which c. . is given effect without the conflicting provision. To this end the provincins of this Security Instrument and it

Live conflicts with applicable law, such conflict shall not effect other provisions of this becuriff instrument of the best of the beautiful shall be the best of the best of the beautiful shall be the best of t adt in ma' ant bon, mei fersbei ich henrevog est flada inemurizat gernioed zid?" 5. Geverning Lar, Severability

in this paragraph.

bay voing a not this Secount. Instrument shall be deemed to have been given borrower or Lender when the profit of provider by and office man to Leading and use seeked berein or any other address Lender deagnars by notice to her your Any ourses of any LONGLE W. seem of the organises point men questioning of notice to renge. You work to read that he first

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A. Notices. A prince to Borower provided for in this Security Instrument shall by giving by delivering it or by

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rendering any provision of the Motz or this Secutity finstrument unenforceable according to its terms. Leader, ut its apri If enact: ient or expire ion of applicable laws has the effer and she give supposed in the control of the control

prepayable will have any prepayment charge under the Neve

under the More of by making a direct payment to Rorsower. It are and a course, principal, the results under treater permitted lithus will be refinited to those was Lender may abook to make tists refund by my broing the principal & and our the charge to the permitted limit, has your same your callected from Borrows: why the extra our collected to the excramental parts of the connection with the conditional the teamfield limits, then (a) and loss charge shall be reduced by the amount

charges, and that law is healiy interpreted so that the interior is other loan charges collected or to be collected in and there we shall the best sourced by the four four instrument in subject to was which see hand and the form

disense disvertibilitati the sums secured by his Security instrument; and (c) agrees that Lender and any other Borrot, a may agree without and by contrainent of the Note without security histrament of the Note without that Borrower's interest in the Property under the letins of this Security Instrument, (b) is not produced in deligated to pay ge etableut pat goes lot execute the their (4) is the general further than confict only to mortgage, grant and convey

not be a supported for preclude these of any right or remedy.

13. Successors and Assigns Boy all being any Sewest Linbidity; Co-signets. The cover are and as sements of use sees a not assign for the provision of paragraph (1 borrower, and one of the provisions of paragraph (1 borrower, and one of the provisions of paragraph (1 borrower, and one of the provisions).

by the original Borrower of Borrows and expension in exterest. Any forbeatance by Lender in thereising any tight of respecty 🔰 payment or otherwise rectal concentration of the sums secured by this security security system by reason of any demand made nelect of Bottower heat a persist to release the lishility of the original Bottower or Bottower's successors in interest or refuse to extend time for

medification of amorete for the same secued by this Security Instrument granted by Lender to any successor in 19. Burgeel of Aslensed Forbeniance By Lender Not a Waiver. Extension of the time for payment or postpone the data spire in the monthly payments referred to in paragraphs I and 2 or change the ansonn of such payments.

Unless & color and vortower otherwise spree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security knstructor, whether or no, then due,

giver. Lender is authorised to collect and apply the proceeds, at its opition, either to restoration by repair of the Prefectly or make an award or series a claim for demages, Borrower fails to respond to Lender within 30 days after the date the notice is

If the Property is abundoned by Bottewer, or if, after notice by Lender to Borrower that the condemnor offers to

the smount of the second multiplied by the following fraction (a) the lotal amount (a) the some secured immediately before the lability of the first shall be second in the property immediately before the lability of the first shall be second in the second in tentioner and Londer otherwise ages in writing, the sums iscured by this Security Bearminen said be reduced by Instrument, whether or not then due, with any excess paid to Bostower. In the event of a switted taking of the Property, the event of a total taking of the Property, the processis and be applied to the sums secured by this Security

rebned or bisq or lishs one beautiess 9. Condemnation of other taking of any part of the Property, of for conveyance in late of condemnation, are hereby

a Burrower notice at the time of or piror to an inspection specifying reasonable cause for the inspection. S. Inspection. Lender or us agent may make reasonable entries upon and inspections of the Property. Lender

mannee terminates in scentdance with Korrower's and Lender's written agreement or applicable haw Boywor shall pay the minimas required to minimis in the insurance in effect unit! such time as the requirement for the It Lender required mortgage incurance as a condition of maint the loan is cured by this Security Instrument,

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree ... Allows

W. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration folial ing Borrower's transmission and coverant 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) first 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 further inform Borrower of the right to reintake 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 oscal on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums excured 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, responsible 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 redemption following judicial 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 rents 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 rents, including, but not limite a to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

22. Waiver of Fromestead. Borrower waives

innestead exemption in the Property.

ARLINGTON HEIGHTS, IL

CITY, STATE, ZIP

23. Riders to the Security Instrument. If one once riders are executed by Borrower and recorded together with this Security Instrument, the evenants and agreements of each such rider shall be incorporated into and shall assend and supplement the covenants and agreement of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable tox(es)]

X Adjustable Rate Rider	Planned Unit Development Rider	X Owner Occupancy Rider
Graduated Payment Pider	Fixed Rate Rider	X. Quick Qualifying Rider
Condominium Rider		
Other(s) [specify]	TC	
BY SIGNING BELOW, Borrower accepts are any rider(s) executed by Borrower and recorded w		s, ained in this Security Instrument and in
HOMAS E. SARIKAS	(NEAL) OEBORAH A	FSALVO SARTKAS
	(SZAL)	(SEAL)
	(SEAL)	1857.

MOTARY ACKNOWLEDGEMENT AFTACHED AS EXPERIT "B"

1501 KENNICOLE AVENUE

MAILING ADDRESS

Property or Coot County Clert's Office

PREPARED DY: WORLD SAVINGS TO LAN ASSOCIATION

A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

VORLD SAVINGS AND LOAM ASSOCIATION 2420 WEST 26TH AVERUE DERVER, CO 80211

RIDER TO SECURITY INSTRUMENT BORROWER'S WARRANTY OF FINANCING TERMS

"QUICK QUALIFYING" LOAN 1 ROGRAM

LOAN NO. 59-12264-7

1: 194Y 15, 1989

FOR VALUE RECEIVED, the understaned ("Borrower") agree following provisions shall be incorporated into the PORTGA ("Security Instrument") of even date to which this Rider is attained, well as the note which said Security Instrument secures "Note"). To security Instrument of this Rider are inconsistent with to provisions of this Rider are inconsistent with to provisions of the Note, the provisions of this lider shall supersede any such inconsistent provisions.

As an inducement for World Savings and Loan (sociation) and Loan Association, ("Lender") to make the loan technical Instrument (Loan) Borrower has represented the collowing of Borrower currently has no other outstanding "uick quition Lender; (b) that no separate escrow is planned or has property; (c) that in the case of a purchase transaction is a bona fide purchase transaction; 2) that the reference to the Loan was a cash down payment; (3) that the paid with Borrower's own funds; (4) that the payment of the result in an adjustment to the sales price of the propert were no credits to the down payment or other similar finant.

(a) Savings
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Borrower acknowledges that Borrower has made the forming of resentations and disclosures to Lender in order to induce Lender to make the Lan evidenced by the Mote or notes which the Security Instrument secure, and that Lender would not have made said Loan in the absence of said represe tations 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 any material misrepresentation or failed to disclose any material fact, Lender of its sole option and without prior notice, shall have the right, notwithstanding anything contains in the Note or Security Instrument to the contrary, to either (a) declare the indebtedness secured by the Security Instrument, irrespective of the Paturity 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 I. Terist Rate if the Note is an adjustable rate Note (as these terms are defined in the Rote),

CA/CO/ L GA/3L/KS/ MD/MO/ P PA/TK/VA

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Probe The County Clark's Office

- CONTROL OF #201

PLEASE SIGN YOUR HAME EXACTLY AS IT APPEARS ABOVE

INDIVIDUAL

NOTARY ATTACHED.

HALINGTON FIIGHTS, IN 60004

City, Stere, 31;

1501 KENNICOTT AVENUE

Mailing Address

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(INDIVIDUAL) STATE OF ILLINOIS COUNTY OF	
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behalf of the partnership and acknowledged to me that the partners	daip seconted it.
WITNESS my hand and official seal.	
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Notary Public in and for said County and State	
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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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RECORDING REQUESTED BY AND FFIC A LOYCLUS TO BY WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAM ASSOCIATION, A FEDERAL SAVINGS AND LOAM ASSOCIATION

2420 WEST 25TH AVENUE DENVER, COLORADO 20211

ATTENTION: Documentation Department

LOAN NO. 59-12264-3

ADJUSTABLE RATE RIDER TO SECURITY INSTRUMENT

ILLINOIS

\$102,400.00

DATE: WAY 15, 1989

ADJUSTABLE RATE MORTGAGE LOAN. The Note secured by the Security Instrument, as hereinafter defined, to which this Rider is attached contains provisions which may result in adjustments in the interest rate, in the monthly payment amount, and in the unpaid principal balance of the Note.

FOR VALUE RECEIVED, the undersigned ("Borrower") agrees that the following provisions shall be incorporated into the Mortgage ("Security Instrument") of even date which was executed by Borrower and which creates a lien in favor of World Savings and Loan Association, A Federal Savings and Loan Association ("Lender") to which Security Instrument this Rider is attached. To the extent that the provisions of this Rider are inconsistent with the provisions of the Security Instrument, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions of the Security Instrument. Except to the extent modified by this Rider and other rider(s), if any, the provisions of the 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 arended to read in its entirety as follows:
 - "1. Fayment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Pose, and the principal and interest on any Future downces (as hereinafter defined) security this Security Incimument."
- 2. APPLICATION OF PAYMENTS. Paragraph 3 of the Security Instrument is amended to read in its entirety as follows:
 - "3. Application of Payments. Unless applicable law provider otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to interest which became due during the month for which payment is being made; second, to amounts payable under Paragraph 2; third, to any unpaid interest which became due previously and was added to the principal balance of the Note ("Deferred Interest"), and finally, to the principal of the Note. Fayment shall be made in lawful currency of the United States of America."
- 3. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; COMLOMINIUMS; PLANNED UNIT DEVELOPMENTS. Paragraph 6 of the Security Instrument is amended to read in its entirety as follows:
 - "6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall not destroy, datage or substartfally 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

Property of County Clerk's Office

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A. Planned Unit Development Obligations

If this Security Instrument is on a un is planned enit development ("PUD"), the Property includes, but is not limited, a parcel of land improved with a dwelling, together with other such signs and certain common areas and facilities as described in the PUD Agree and or any other document which creates the PUD ("Declaration"). The Profit also includes Borrower's interest in the homeowners association or equivalent title owning or managing the common areas and facilities of the PUD ("Owne societion") and the uses, proceeds and benefits of Borrower's interest.

If this Security Instrument is on a unit in PU Birrower shall perform all of Borrower's obligations under the PUB; command, codes, restrictions and Constituent Documents. The "Constituent Documents" that (i) Declaration; (ii) articles of incorporation, trust instrument or in divalent document which creates the Owners Association; and (iii) an by his, or other rules or regulations of the Owners Association. Borrower all promptly pay when due, all dues and assessments imposed pursuant the Constinuent Documents.

Condeminium Obligations

If this Security Instrument is on a wit 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.

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 creates the Condominium project; (ii) by-laws; (iii) code of regulations; (iv) other equivalent documents; (v) articles of incorporation; and (vi) coverants, conditions and restrictions. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

C. Common PUD and Condominium Coligations

(1) Public Liability Insurance

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

(2) Lender's Prior Consent

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

- (a) the abandonment or termination of the FUD or Condominium project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent demain;
- (b) any amendment to any provision of the Constituent Bocuments if the provision is for the express benefit of Lender;
- (c) termination of professional management and assumption of self-management of the Owners Association; or
- (d) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(3) Hazard Insurance

With specific reference to PUD's or Condominiums. in addition to Paragraph 5 ("Hazard Insurance") of this Security Instrument, so

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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 his 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) Condemnation

The proceeds of any award or claim for damages, direct or consequential, payable to Borrower 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 ieu 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 Condomizium 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. An amounts paid by Lender under this paragraph shall become the Borrower's additional debt 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 then applicable liste rate and shall be payable, with correst, upon notice from Lender to Borrower requesting payment."

- 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."
- GOVERNING LAW; SEVERABILITY. Paragraph 15 the Security Instrument is amended to read in its entirety as follows:
 - "15. <u>Governing Law: Severability</u>. 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 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,

Property of County Clerk's Office

clauses of profits ons Of the Security Increment 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 faise 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 which is amended in its entirety as follows:
 - "17. 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, Lender may, at its option, require immediate payment in full of all sums secured by this Sacurity Instrument. If Borrower fails to pay such sums immediately upon the demand of Lender, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 19 hereof. 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 nave 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 in 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 coder has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest has elecuted a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all orligations under this Security Instrument and the Note."

NOTWITHSTANDING ANYTHING CONTAINED IN THE SECURITY INSTRUMENT TO THE CONTRARY, LENDER SHALL NOT EXERCISE ITS RIGHTS TO DECLARE ALL SUMS DUE IN THE EVENT OF SALE OR TRANSFER OF THE PROPERTY WHICH FIRST OCCURS (AND ONLY SUCH SIRST OCCURRING SALE OR TRANSFER) FOLLOWING THE DATE OF THE NOTE, PROVIDED: (1) SUCH SALE IS TO A BUYER WHOSE CREDITWORTHINESS HAS BEEN APPROVED IN WRITING BY LENDER; (2) FINDER RESERVES THE RIGHT TO REQUIRE THE BORROWER'S SUCCESSOR IN INTEREST TO PAY THE MAXIMUM ASSUMPTION FEE ALLOWED BY APPLICABLE LAW AT THE TIME OF SUCH SALE OR TRANSFER, BUT IN NO EVENT SHALL SUCH FEE BE GREATER THAN ONE PERCENT OF THE OUTSTANDING PRINCIPAL BALANCE OF THE LOAN AS OF THE DATE OF THE SALE OR TRANSFER; (3) NO PREVIOUS SALE OF TRANSFER OF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN (OR OF A BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL PERSON) HAS OCCURRED FOLLOWING THE DATE OF THE NOTE; (4) THE BUYER HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, WHICH SHALL PROVIDE THAT THE INTEREST PAYABLE ON THE SUBS SECURED BY THE SECURITY INSTRUMENT SHALL BE AT THE THEN CURRENT ADJUSTED RATE AS SET FORTH IN THE NOTE; (5) THE INTEREST RATE CAP OF THE NOTE SHALL BE CHANGED TO AN INTEREST RATE CAP WHICH IS THE SUM OF THE EXISTING INTEREST RATE AS ADJUSTED PLUS FIVE PERCENT (5%) OR THE INTEREST RATE CAP AS SET FORTH IN THE NOTE, WHICHEVER IS GREATER.

- 1. FUTURE ADVANCES. Upon request of Borrower, Linder, 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, shall be secured by the Security Instrument when evidenced by promissory notes stating that said notes are secured thereby. SUCH FUTURE ADVANCEMENT SHOULD NOT EXCEED 125% OF THE ORIGINAL PRINCIPAL AMOUNT.
- 8. INJURY TO PROPERTY. All of Borrower's causes 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 funct cosned to Borrower 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

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Linder; and the plocads hereor stall be paid to lance, who after deducting therefrom all of Lender's expenses, including reasonable attorney's fees, 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 lander may elect. Lender may, at its option, appear in and prosecute 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.

- 9. 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 regarding the condition of or balance owing under the Note or any other note or obligation secured by the Security Instrument.
- 10. 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 defield 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 ar independent action asserting a claim would at the time of filing an answer he barred by the applicable statute of limitations.
- 11. MISREPRESENTATIONS OR NONDISCLOSURE. Por rower has made certain written representations and disclosure 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, at Lender's option and without prior notice, to declare the indebtedness secured by the Security Instrument, irrespective of the maturity date specified in the Note or in this Rider, immediately due and payable.
- 12. PARAGRAPH HEADINGS. Paragraph herdings are for the convenience of the parties only and are not to be used in interpreting or construing this Rider.

 IN WITNESS WHEREOF, the undersigned has executed this Rider on the

IN WITNESS WHEREOF, the undersigned has	s executed this Rider on the 1543-	
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1501 KENNICOTT AVENUE	ARLINGION DEIGHTS, IL 60004	
Mailing Address	City, State, Zip Code	

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INDIVIDUAL

ROTARY ATTACHER

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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

None of Court Court Clerk's Office

PREPARED BY: WORLD SAVINGS.

A FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

WORLD SAVINGS AND LOAN ASSOCIATION

2420 WEST 25TH AVENUE DEMVER, CO 30211

OWASE-OCCUPANCY MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT

LOAN NO. 59-12/64-8

DATE: MAY 15, 1989

FOR VALUE RECFIVED, 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 we'll as the note ("Note") which said Security instrument secures. In 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 supersede any such inconsistent provisions.

1. Owner-Occupancy

As an inducement for Lender to make the loss secured by the Security Instrument, Borrower has represented to Lender that the secured property will be accupied, 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 chaing the property ("Owner").

Borrower acknowledges that Lender would not have agreed to make the loan unless 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 loan 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 Gwner(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

Page 1 of the Pa

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Property of County Clark's Office

59-12264-8

written notice to the tweets within weive (1) writes litter recordation of the Security Instrument. Increase the initial interest rate then applicable pursuant to the terms of the note and security instrument, on any sums owing upder the pote, to an interest rate which is three percent(3.000) greater than the aforesaid then applicable interest rate, for the remaining term of the note, and thereafter modify the monthly installments pursuant to the terms of the note and security instrument to permit amortization of the loan at such new rates by the end of the original term.

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 - Nondisclosure

Borrower has made certain written representations and disclosures i	in
order to induce Lender to make the loan evidenced by the Note or notes which th	10
Security Instrument secures, and in the event that Borrower has made an	ıy
matrial misrepresentation or failed to disclose any material fact, Lender, a	
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THOMAS E. SARIKAS

(Seal)

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(Seal)

1501 KENNICOTT AVENUE
Matling Address

ARLINGTON HEIGHTS. IL 60004 City, State, Zip Code

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS ABOVE)

INDIVIDUAL

NOTARY ATTACHED.

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ATTACH ADDITIONAL ACKNOWLEDGEMENTS AS NECESSARY

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