PREPARED BY: GARY COLLINS CHICAGO, IL

60602

RECORD AND RETURN TO: THE PRIVATE BANK AND TRUST COMPANY 10 NORTH DEARBORN 60602 CHICAGO, ILLINOIS

3953171

(Space Above This Line for Recording Data)\_

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 26 1991 The mortgagor is OAK LAWN TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 02, 1979 AND KNOWN AS TRUST NUMBER 643

("Borrower"). This Security Instrument is given to THE PRIVATE BANK AND TRUST COMPANY THE STATE OF ILLINOIS which is organized and existing under the laws of 10 NORTH DEARBORN , and whose address is CHICAGO, ILLINGIS 60602 ("Lender"). Borrower owes Lender the procipal sum of THREE HUNDRED FIFLY THOUSAND AND NO/100 ). This debt is evidenced by Borrower's note dated the same date as this 350,000,00 Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced on APRIL 1, 2021 by the Note, with interest, and all renewal, 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 Securi y Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK Jounty, Illinois: COOK SOUTH HALF (1/2) OF LOT NINE------(10) LOT TEN---IN BLOCK ONE (1) IN WEIL AND VINSON'S SUBDIVISION OF BLOCKS ONE (1) AND SEVEN (7) IN SNOW AND DICKINS(N'S ADDITION TO RIVER FOREST, BEING A SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 1, AND THE LAST 17 ACRES OF THE SOUTHEAST QUARTER (1/4) OF SECTION 2, ALL IN TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-01-300-007-0000

which has the address of 1110 KEYSTONE

(Street)

Illinois

60305 (Zip Code) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all ensements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and ell axtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: 1. PAYMENT 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 Note.

ILLINOIS-Single Family-FNMAJFHLMC UNIFORM INSTRUMENT

Borrower(s) Initials MB-264 Rev. 10/89 14664 Page 1 of 4

Form 3014 12/33

C/R. (CITY)

DPS 420

Amended 5/87

RIVER FOREST

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until 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 Instrument; (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 "escrow items." Lender 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 of 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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for the 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 debit to the Funds was made. The Funds 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 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 Finds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to hake 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, Londer paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again the sums secured by this Security Instrument.

3. APPLICATION of PAYM NT. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied. (Irst, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and tast, to principal due.

4. CHARGES; LIENS. Borrower shall be all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Sorrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these nayments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which is priority over this Sacurity Instrument unless Borrower, (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the li n in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any 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 Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or note 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 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 mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give trompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies 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; LEASEHOLDS: Borrower shall not destroy, 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 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 (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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' feest and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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Any amounts disbursed by Lindingue this paragraph 7 shall become to differ and be of Borrower sassing by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, those amounts shall be in the date of disbursement at the Note rate and shall be payable; with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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 Londer.

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 condemnor offers to make an award or settle, claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is auch rized 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 of LEASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Socurity 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 sic assors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercising of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND JOINT and SEVERAL LIABILITY; CO-signers. The covenants and agreements of this Security Instrument shall bind and bornit 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 1 strument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest on the 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 suns 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 is all 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 describe. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when twen as provided in this paragraph.

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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.

Borrower(s) Initials

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18. BORROWER'S RIGHT IN EN STATE.	Borrowe recets certain condition, Borrol er shall have the right to ha	ле <u> </u>
enfereement the Security Instrument discont	nued at any time prior to the earlier of: (a) 5 days (or such other period before sale of the Property pursuant to any power of sale contained	n in
this beauty instrument, or ib) entry of a judgmer	if entireding this Security Instrument. Those conditions are that Borrowe	ूर <b>द</b> र
(a) navs Londer all sums which then would be	due under this Security Instrument and the Note had no acceleration	:3 n
occurred: (b) cures any default of any other co	venants or agreements: (c) pays all expenses incurred in enforcing the	s
Security Instrument, including, but not limited t	o, reasonable attorneys' fees; and (d) takes such action as Lender ma	Y.
reasonably require to assure that the lien of the	is Security instrument, Lendar's rights in the Property and Borrower	5
obligation to pay the sums secured by this Securi	y instrument shall continue unchanged. Upon reinstatement by Borrowe	г,
this Security Instrument and the obligations secui	ad hereby shall remain fully effective as if no acceleration had occurred	N.
However, this right to reinstate shall not apply in	the case of acceleration under paragraphs 13 or 17.	
	r and Lender further covenant and agree as follows:	
· · · · · · · · · · · · · · · · · · ·	DER SHALL GIVE NOTICE TO BORROWER PRIOR TO ACCELERATIO	4
	ENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIO	· · 1
	ID 17 UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTIC	
	ON REQUIRED TO CURE THE DEFAULT; (C) A DATE, NOT LESS THAN 3	
	D BORROWER, BY WHICH THE DEFAULT MUST BE CURED; AND (D) THA	5
	THE DATE SPECIFIED IN THE NOTICE MAY RESULT IN ACCELERATION C	
	lument, foreclosure by judicial proceeding and sale of the borrower of the right to reinstate after acceleration an	
	DEEDING THE NON-EXISTENCE OF A DEFAULT OF ANY OTHER DEFENS	
	LOSURE. IF THE DEFAULT IS NOT CURED ON OR BEFORE THE DAT	
,	N MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURE	~ <del>d</del>
	THER DEMAND AND MAY FORECLOSE THIS SECURITY INSTRUMENT B	
	LED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIE	
	BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS O	
TITLE EVIDENCE.		
20. LENDER in POSSESSION Upon accelerate	ion under paragraph 19 or abandonment of the Property and at any tim	: · B
prior to the expiration of any period of redemp	tion following judicial sale, Lender lin person, by agent or by judicials	y <sup>i</sup>
appointed receiver), shall be entitled to enter upo	n, take possession of and manage the Property and to collect the rents o	f,
	collected by Lendar or the receiver shall be applied first to payment o	
	ection of rents, including, but not limited to, receiver's fees, premiums o	1
	nd then to the sums secured by this Security Instrument.	
	coured by this Security instrument, Lender shall release this Securit	4
Instrument without charge to Borrower. Borrower	the second of the contract of the second of	
, 4 Francis	es all eight of homestead exemption in the Property.	÷.
·	If one or more riders are executed by Borrower and recorded togethe greements on each such rider shall be incorporated into and shall amen	
	f this Security Instrument as if the rider(s) were a part of this Security	
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#### **EXONERATION CLAUSE IN MORTGAGE**

EXONERATION CLAUSE IN MORTGAGE

This morigings is executed by Oak Lawn Trust & Savings Bank, not personally but as Trustee as aforevaid, in the exercise of the powers and authority conformed upon and verted in it as such Trustee, and it is expressly understood and assauld by the mortgagee basein and by every person now or hereafter claiming any injust or security hereafter that nothing contained herein or in the note secured by this ready no shall be construed as are the law Publicy on Oak Lawn Trust & Savings Bank or en any of the beneficiaries said trust or exposent gentionally to pay sold note or over interest that complete the troop as any indicated as a continued in each of the personal trust of between the troop as any indicated as a continued and according to the early of the trust when in time field herein contained, as contained with the personal limits the contained and that any recovery on this meritains and the provisions hereof and of sold note, but this valver shall in no way affect the personal liability of any co-signer, endorver or quaranter of sold note. Property of Cook County Clerk's Office

Property of Cook County Clark's Office

### AD III ETABLE MATE RID

26TH day of MARCH THIS ADJUSTABLE RATE RIDER is made this incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE PRIVATE BANK Note (the "Note") to AND TRUST COMPANY

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

#### 1110 KEYSTONE, RIVER FOREST, ILLINOIS 60305

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

8.000 %. The Note provides for changes in the interest rate and The Note provides for an initial interest rate of the monthly payments, as collows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

, 19 92 APRIL , and on that day The interest rate I will pay may change on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly everage yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my nevertiest rate by adding TWO 2.756 20 to the Current Index. The Note Holder will then AND THREE FOURTHS percentage points ( round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate wall the next Change Date.

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

#### (D) Limits on Interest Rate Changes

10.000 The interest rate I am required to pay at the first Change Date will not be greater than % or less than 6.000 %. Thereafter, my interest rate will never be increased or dicreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying to the preceding twelve 14.000 %. months. My interest rate will never be greater than

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender. 17.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled 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.

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000/3 BY SIGNING BELOW, Borrower accounts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

it is expressly understood and acceshereto, anything herein to the contrary netwithstanding, that each and all of the representations, covenents, undertakings and agreements herein made on the part of the Trustee while in form perporting to be herein made on the part of the Trustee while in form purpoising to be the representations, coverients, undertakings and agreen enter of said Trustee are insertificials each and every one of them, made and Intended not as a present representations a research of them, made and Intended not as a present representations a covered, or for these and agreen ents for the times and agreen ents for the times. The first present of a soft first first times and intended first the purpose of the first present or or the encount for distinct of the purpose of the first part of the first part of delivered typically dear and first on the new order of the process conferred value of as with first top and that we prove in first highly agreement first part of the process conferred value of as with first top and that we prove in first highly agreement and the first top and that we prove in first highly agreement and the first time that the process of first each of the leading as it the O k form the time to the first time of the leading as it the O k form the first time. or any of the lensificaries under said Trest Agreement, an eccount of this instrument or on account of any representation, covered, andertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly

OAK LAWN TRUST & SAVINGS BANK, as Trustee U/T/A dated 4/2/79, known as Trust No. 643, not personally. \_\_\_\_(Seal) -Borrower Trust Officer ATTLST: \_\_\_(Seal) -Borrower -Borrower (Seal) LAWN TRUST AND -Borrower SAVINGS BANK AS TRUSTEE UNDER TRUST AGREE'AFNT DATED APRIL 02, 1979 AND KNOWN AF TRUST NUMBER 643

Chicago Avenue

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