

COOK COUNTY, ILLINOIS FILED FOR RECORD

1985 OCT 18 AN 10: 37

PREPARED BY:
LYONS MORTGAGE CORP
TWO CROSSROADS OF COMMERCE, SUITE 550
ROLLING MEADOWS ILLINOIS 6000 Space Above This Line for Recording Data ROLLING MEADOWS, IL 60008

#835820769

Illinois 60195

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 27. 19.85. The mortgage (SERIMAD) 8. AMEN AMD JURELIE 7. AMEN MUSIAND AND MUTE ("Berrower") This Security Instrument is given to which is organized and existing the second of the process of the p	1	MORTGAGE
19.25 The mortgage 'salt-ward and Art And. Arts the Mark and Missand and with "Grover". This Security Instrument is given to	THIS MORTGAGE _("Security Instrume	nt") is given on
which has the address of 1923 LAWSON ROAD SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG SCHAUMBURG	1985 The mortgage is RICHARD. BA. HART. AND.	ROBELTE F. HART . HUSBAND AND WIFE
Borrower owes Lender the process sum of EAGREY, EROUSAND NINE BUNDRED AND 00/100	LY	ONS MORTGAGE CORP which is organized and existing
Borrower owes Lender the proceed sum of EIGHTY. TROUBAND NINE HUNDRED AND 00/100. Dollars (U.S. \$ 80,900.00.) This debt is evidenced by Borrower's note dated the same date as this Security Dynamics (U.S. \$ 10,000.00.). This debt is evidenced by Borrower's note dated the same date as this Security Dynamics (U.S. \$ 10,000.00.). This debt is evidenced by Borrower's note dated the same date as this Security Dynamics (U.S. \$ 10,000.00.). This debt is evidenced by Borrower's note dated the same date as this Security Instrument and all renewals, extensions and modifications; (b) the payment of all other payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other payment in 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 Cooks. Lot 1926 IN STRATHMORE, SCHAUMBURG U.T. NO. 22, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIS IN NORTH RANGE 10, RAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE P.A. AREARDY RECORDED AUGUST 22, 1978 AB DOCUMENT NO. 24594904, ALL IN COOK COUNTY. LILINOIS. PERMANENT TAX NO: 07-17-303-035	Under the laws of THE STATE OF ILLINOIS	BE TOTALD and whose address is
which has the address of 1923 LAWSON ROAD SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG Which has the address of 1923 LAWSON ROAD SCHAUMBURG	December 1 and the second RIGH	TY THOUSAND NINE HUNDERD AND 00/100 ("Lender")
paid earlier, due and payable on the control of the	Dollars	(U.S. \$. 80,900.00). This debt is evidenced by Borrower's note
secures to Lender: (a) the repayment of all other ams, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the parformance 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	dated the same date as this Security in trument ("	Note"), which provides for monthly payments, with the full debt, if not
modifications; (b) the payment of all other acms, 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	paid earlier, due and payable on	
the Note. For this purpose, Borrower does he eby mortgage, grant and convey to Lender the following described property located in County Illinois: County, I		
Which has the address of 1923 LAWSON ROAD SCHAUMBURG SUTH WEST 1/4 OF SECTION 17 TOWNSHIP 1 NO. 22 BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 17 TOWNSHIP 1 NORTH RANGE 10 RAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE P.A. THEREOF RECORDED AUGUST 22, 1978 AS DOCUMENT NO. 24594904, ALL IN COOK COUNTY ILLINOIS. PERMANENT TAX NO: 07-17-303-035 Which has the address of 1923 LAWSON ROAD SCHAUMBURG [Street] [Street]	Security Instrument; and (c) the performance of Bo	prrower's covenants and agreements under this Security Instrument and
LOT 1926 IN STRATHMORE, SCHAUMBURG U.I. NO. 22, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSELD 1 NORTH, RANGE 10, RAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 22, 1978 AS DOCUMENT NO.24594904, ALL IN COOK COUNTY ILLINOIS. PERMANENT TAX NO: 07-17-303-035	located in	portgage, grant and convey to Lender the following described property
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which has the address of 1923 LAWSON ROAD SCHAUMBURG [Street]	PRINCIPAL MERIDIAN, ACCORDING TO THE DOCUMENT NO.24594904, ALL IN COOK CO	R PLAT THERROF RECORDED AUGUST 22, 1978 AS
which has the address of 1923 LAWBON ROAD SCHAUMBURG [Street]		
which has the address of 1923 LAWBON ROAD SCHAUMBURG [Street]	DEDWANDING MAY NO. 07-17-202-025	
which has the address of 1923 LAWSON ROAD SCHAUMBURG [Street] [City]	PERMANENT TAX NO: 07-17-303-033	0,
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which has the address of		
which has the address of	miliah has the address of 1923 LAWSON ROAD	SCHAUMBURG
	[St	reet) (City)

(Zip Code) 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 shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

..... ("Property Address");

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.

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	ind purposes therein set forth.
their free and voluntary act for the uses	SB SHOWNISHI DIRE SHIP DATAFF
pup 'pare' signed' sealed, and	before me this day in person and
bacribed to the foregoing instrument appeared	be
personally know to me to be the same	
	and wife,
y that Richard B. Hard and Josette F. Hart, husband	
a notary public, in and for the county and	The Undersigned
	COURTY OF COOK
	"" ATE OF ILLINOIS
4	
Below Title for Acknowledgment]	
TOSELLE B. HERIBOLLOMEN	•
(Scal)	
RICHARD B. HARTBorrower	
(Seal)	
TO WET AND TECORDED WITH IL.	Instrument and in any rider(s) executed by Bor
pts and agrees to the terms and covenants contained in this Security	BY SIGNING BELOW, BOTTCHART ROCK
VEGEN THEITET GETUOGENO / STEN SEGUICOCOU	OT MOON IGGS (curade) (c) yours \$7
ADJUSTABLE RATE \GRADUATED PAYMENT RIDER	
Planned Unit Development Rider	
Condominium Rider	Instrument. [Check + pp. cable box(es)] [3] Adjustable Pate Rider
I this Security Instrument as if the rider(s) were a part of this Security	supplement the covernents and agreements o
If one or more riders are executed by Borrower and recorded together with greements of each such rider shall be incorporated into and shall amend and	
sives all right of homestead exemption in the Property.	22, Waiver of Homestead, Borrower wa
ns secured by this Security Instrument, Lender shall release this Security ower shall pay any recordation costs.	Al. Kelesse. Upon payment of all sur Instrument without charge to Borrower. Borro
, and then to the sums secured by this Security Instrument.	receiver's bonds and reasonable attorneys' fees
ats collected by Lender or the receiver shall be applied first to payment of the lection of rents, including, but not limited to, receiver's fees, premiums on	ine Property including inose past due. Any rei
ipon, take possession of and manage the Property and to collect the rents of	appointed receiver) shall be entitled to enter u
ration under paragraph 19 or abandonment of the Property and at any time uption following judicial sale, Lender (in person, by agent or by judicially	
nd costs of title evidence.	but not limited to, ressonable attorneys' fees a
mand and may foreclose this Security Instrument by judicial proceeding. s incurred in pursuing the remedies provided in this paragraph 19, including,	
yd betuese zmus lla to llut ni tnemyaq etaibemmi etitopet yam notiqo ati ta t	before the date apacified in the notice, Lender
r acceleration and the right to assert in the foreclosure proceeding the non- Borrower to acceleration and foreclosure, if the default is not cured on or	
ure by judicial proceeding and sale of the Property. The notice shall further	secured by this Security Instrument, foreclos
the date the notice is given to Borrower, by which the default must be cured; secore the date specified in the notice may result in acceleration of the sums	derautt; (c) a date, not less than 90 days from a core the default on or l
he notice shall specify: (a) the default; (b) the action required to cure the	I .(sziwisza applicable law provides otherwise). I
shall give notice to Borrower prior to acceleration following Borrower's security instrument (but not prior to acceleration under paragraphs 13 and 17	

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

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

In the Property. Lender's action may include paying any small secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instruments Instrume 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

1. Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect and agreements of the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to end of the contained of

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 Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leaseholds.

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs-hand 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 or a proceeds resulting from paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies or a proceeds resulting from the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to prive pal shall not extend or

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

Lender shall have the right to hold the policies and renewals. If Lender reto irres, Borrower shall promptly give to Lender and receipts of paid premiums and renewals. If Lender reto irres, Borrower shall promptly give to Lender and Lender. Lender may make proof of loss if not event of loss, betrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or I ender's security would be less neal the insurance proceeds shall be

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the vinquate and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Lotrover subject to Lender's approval which shall not be 5. Hazard Insurance. Borrower shall keep the mp ovements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "ext inded coverage" and any other hazards for which Lender

of the giving of notice. the Property is subject to a lien which may attain pribrity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or notice identifying the lien. Borrower shall satisfy the lien or notice identifying the lien. agreement satisfactory to Lender subordinating the first to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien and prevent the lien Borrower shall promptly discht rge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. 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 Larower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain pribrity over this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts payeole under paragraph 2; fourth, to interest due; and last, to principal due.
4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

application as a cr. it against the sums secured by this Security Instrument.

3. Application, or Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 sl all 1 e applied: first, to late charges due under the Note; second, to prepayment charges due under the paragraphs I and 2 sl all 1 e applied: first, to late charges due under the Note; second, to prepayment charges due under the

amount necessary to make up the deficiency in one or more payments as required by Lender.

I post Nament in full of all aums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, It under 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 than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

state agency (including Lender is such an institution ine deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless 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. Borrower and Lender may 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds Lender requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on 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. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. leaschold 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 passes of contract and one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments.

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall prompily pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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 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 condemnor offers 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 'Lend', r and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due do't 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 Walver. Extension of the time for payment or modification of amoning ion 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 rance tization 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 one exercise 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 borroin 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: (1) 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) inv 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 return a 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 of 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 when given as provided in this paragraph.

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

Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a 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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THIS ADJUSTABLE RATE RIDER is made this .2.7TH day ofSEP.TEMBER	curity Deed (the
(the "Lender") of the same date and covering the pro	perty described in
the Security Instrument and located at:	
1923 LAWSON ROAD, SCHAUMBURG, ILLINOIS 60195	. *
[Property Address]	

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

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

A. INTEREST P. T.: AND MONTHLY PAYMENT CHANGES

monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

OCTOBER every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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

If the Index is no longer available, the New 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

result of this addition to the nearest one-eighth of one percentage print (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than13.875.....%.

(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 given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

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

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

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SEE ATTACHED ADDENDUM TO RIDER, MADE, A PART HEREOF.

Rider.

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

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

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UNOFFICIAL COPY,

ADDENDUM TO ADJUSTABLE RATE/GRADUATED PAYMENT RIDER

(Fixed Rate Conversion Option)

located at:
1923 LAWSON ROAD, SCHAUMBURG, ILLINOIS 60194

(Property Address)

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

A. FIXED INTEREST KATE OPTION

The Note provides for the Decrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1. Option to Convert to Fixed Sate

I have a Conversion Option which 'can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion can only take place on the third, fourth or fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." I can convert my interest rate only on one of these three Conversion Fales.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30-year, fixed rate mortgages covered by 30-day mandatory delivery commitments in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%). If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Ontion unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the tax ed value of the property.

4. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum To Adjustable Rate/Graduated Payment Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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

Adjustable Rate/Graduated Payment Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To

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