THIS INSTRUMENT WAS PREPARED BY:

**801 DAVIS STREET** EVANSTON, IL 60201 LOAN #000685610

ADJUSTABLE RATE MORTGAGE

### **CITICORP SAVINGS**

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

85318408

N5318408

THIS MORTGAGE ("Security Instrument") is made this 15TH JON W BILSTROM AND 85between the Mortgagor, KATHY KEELER BILSTROM HIS WIFE

NOVEMBER day of

(herein "Borrower", and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 6060 ("lerein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED TWELVE THOUSAND Dollars, which indebtedness is evidenced by Borrower's AND 00/100 11/15/85 (herein "Note"), providing for monthly installments of principal and interest, note dated with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 01 2015

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Porrower herein contained, and (b) the repayment of any future advances. with interest thereon. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

. State of Illinois COOK

LOT 10 IN MCNALLY'S SUBDIVISION OF PART OF LOT A OF SUBDIVISION OF LOTS 30 TO 44 AND PART OF LOT 29 AND FORMER ALLEY IN BLOCK 19 IN CANAL TRUSTEE'S SUBDIVISION OF SECTIO 1 33, TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Clort's Office

PERMANENT TAX NUMBER: 14-33-206-01

which has the address of

2113 N CLARK STREET

(herein "Property Address"); IL State and Zie Esse 60614

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

FHMAFHLMC UNIFORM INSTRUMENT-ILLINOIS 7/84

8. Inspection. Lende or its again my male resonable certies upon and inspections of the Property. give Borrower notice at the imper to an impertor specifical case a file in the inspection. things related Property. Lender shall

in accordance with Borrower's and Lender's written agreement or applicable law: shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates

If Lender required mortgage insurance as a condition of making the foun secured by this Security Instrument, Borrower ղսօւս Հռժ

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

Any amounts disbursed by Lender under this paragraph 7 shalf become additional debt of Borrower secured by this under this paragraph 7. Lender does not have to do so.

in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums secured by a tien which has priority over this Security Instrument, appearing then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations). and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the coveniants shall not merge unless Lender agrees to the merger in writing.

shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantiatly Instrument immediately prior to the acquisition.

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies an (p., ceeds resulting 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 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal thall not extend or is given.

settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds it rejair or restore the Broperty or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice abundons the Property, or does not answer within 30 days a notice from Lender that the carrier has offered to applied to the sums secured by this Security Instrument, whether or not then due, with any elects paid to Borrower. If Borrower Unless Lender and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair of the Property daniaged, if the restoration or repair is economically feasible and isolater's security is not lessented. If the restoration or repair is not economically feasible or Lender's security would be lessence, the insurance proceeds shall be restorated to be repair is not economically feasible or Lender's security would be lessence, the insurance proceeds shall be restorated to be repair in the restoration of the re

Lender, Lender may make proof of loss if not made prompily by Borrower. of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and tenewals. If Lender requires, Borrov er shall promptly give to Lender all receipts

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 insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier against loss by fire, hazards included within the term "extended covi tyge" and any other hazards for which Lender requires

5. Hazard Insurance. Borrower shall keep the improver and now existing or hereafter erected on the Property insured the lien. Borrower shall satisfy the lien or take one or more of the ctions set forth above within 10 days of the giving of notice. is subject to a lien which may attain priority over this Security Institument, Lender may give Borrower a notice identifying satisfactory to Lender subordinating the lien to this See, by histrumental Lender determines that any part of the Property the bles by, or defends against enforcement of the (i.e. it legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien or apprent of any part of the Property; or (c) secures from the holder of the lien an agreement in writing to the payment of the obligation secured or the lien in a manner acceptable to Lender; (b) contests in good faith Borrower shall promptly discharge any tion which has priority over this Security Instrument unless Borrower: (a) agrees

the payments.

this paragraph. If Borrower makes these payt sents directly, Borrower shall promptly furnish to Lender receipts evidencing time directly to the person owed payment Borrower shall promptly furnish to Londer all notices of amounts to be paid under which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on pay these obligations in the manner, Borrower shall pay them on 4. Chargest Liens. Borrow of shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

3. Application of 'ayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be taplied: first, no interest due; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; third, to announts payable under paragraph 2; fourth, to interest due; and last, to principal due.

A. Charges Liene, However, each of the paragraph is a presented in the paragraph of the paragrap as a credit against are sun s secured by this Security Instrument.

immediately prior 15 the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later than

amount necessity to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any due dates of the eserow items, shall exceed the amount required to pay the eserow 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, nay agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

due on the basis of current data and reasonable estimates of future escrow items. Instrument: (b) yearly leasehold payments or ground rents on the Property, if any: (c) yearly hazard insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds one-twelfth of: (a) yearly taxes and assessments imposed by governmental bodies which may attain priority over this Security 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

indebtedness evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

# UNOFFICIAL, COPY 4,0 3

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 Lender and Borrower otherwise agree in writing, any applications of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's revenants 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 accommodation, with regard to the terms of this Security Instrument or the Note without that Borrower's

consent

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sams 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. It et a timent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument uneuf proceable 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 gove need 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 Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's prior writin consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Accepter, 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 suns 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.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). This notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full

# UNOFFICIAL COPY SPAIN OR SO DE PADE S PADE S

59	BOX #1	01958900000	ACCOUNT NUMBER
	(tabinoos) bun tabna.l 103 bastases) anid si	dT wolod cong2)	
S& 61 DEN = 1 MM	( " in the	thos thioffic and burd \$\$\frac{1}{2}	Given under my My Commission expires:
	s) whose name(s)  before me this day in person, and a  FRiree and voluntary act, for the c	benseqqs, insmunisni gn	loganot of the foregoing
ic in and for said county and state.	AND KATHY KEELER BILS	NOM M BICZIEGH NOM M BICZIEGH	
	Con Air 48:	Cook	STATE OF ILLINOIS,
<b>А РАКТ НЕКЕО</b> Р	СНЕВ НЕВЕТО АИВ МАВЕ	SEE RIDERS ATTA	5
134071041	itescus 4g		
MASTROM ENLETROM	KATHY KEELE	H	JON W BILSTRO
_		F. Borror ver has execut	
contained in this Security Instrument	ind agrees to the terms and covenants corded with it.		BA SICNING B EI
19	L Planned Unit Development Rid		BR bombood [_] bove, (s) white [_]
2-4 Family Rider	Condominium Rider		AdjusujbA
on, by agent or the Property and at any time on, by agent or by judicially appointed on, by agent or by judicially appointed of the Property of the first to payment of the costs of list to payment of the costs of instrument at shall release this Security Instrument at shall release this Security Instrument of deed. Borrower and Lender agree of Corporation buy all or some of the elease deed shall be without charge. Borrower and recorded together with sorrower and recorded together with corporated into and shall amend and corporated into and shall amend and	to collect all expenses incurred in to collect all expenses incurred and to, reasonable attorneys' frees and tion under paragraph 19 or abandom following judicial sale, Lender (in persession of and manage the Property as ession of the receiver shall be apprize including, but not limited to, receiver shall be apprize.	Lender shall be entitleed uding, but not limited session. Upon accelera my period of redemption () to center upon, take possion of the contertupon, take possion of the contextupon of retry and collection of retry and collection of retry and then () in payment of all sums seen to payment of all sums seen in payment of all sums seen in payment of all sums seen in payment of all sums seen on mestead. Borrower shall puspons borrower was a seen in the coverants and agreements and agreements of this S sand agreements of this S	this paragraph 19, incleding, this paragraph 19, incleding 20, Lender in Perfect of the expiration of prior to the expiration of the Proportion of the Proportional and reasonable at the Proportion of the Proportional and reasonable at the Pederal Matient of the Pederal Matienth of the Mathematical Matienth of the Mathematical Approach of the Pederal Matienth of the Mathematical Approach of the Mathematical Matienth of the Mathematical Matienth of the Mathematical Matienth of the Mathematical Matienth of Mathematical Matienth of Mathematical

## ADJUSTABLE RATE NOFFICIAL GOPY 4 0

Loan Number: 00000685610

NOTICE:	The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increa-	se s
in the inte	erest rate will result in higher payments. Decreases in the interest rate will result in lower payments.	

, 1985 day of NOVEMBER , and is incorporated into and shall be deemed 15TH This Rider is made this to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

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

60614 2113 N CLARK STREET, CHICAGO, IL

#### Property Address

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

Interest Rate and '100 thly Payment Changes The Note has an "Initial Interest Rate" of 12.00 day of the month beginning on DECEMBER 157 month(s) thereafter.	10	ate may be increased or decreased on the and on that day of the month every	°FIRST 36
Changes in the interest race governed by changes in an int	erest rate index called th	e "Index". The Index is the: [Check or	10
box to indicate Index.}		constant maturity of year(s)	_

(I) 🕸	The weekly average yield of United States Treasury securities adjusted to a constant maturity	of 3	year(s), as made
^^	available by the Federal Science Board.		
	In no event over the full term of the Note will the interest rate be increased more than points ( 4.00 %) from the Initial Rate of Interest.	4.00	percentage
	Before each Change Date the Note Holder will calculate the new interest rate by adding	2.00	
	percentage points ( 2.00 %) to the Current Index. However, the rate of interest th	at is require	ed to be paid
			percentage points
	( 3.00 %) from the rate of interest currently being paid.		
) 🗆 *	Other:		
		Note Inc.	anar ir tha

(2) * Other	:
-------------	---

If the Interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law wine', sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to my. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

C. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to plien which has priority ov this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form sat chartery to Lender subordinating that lien to this Security Instrument.

D. Transfer of the Property

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

	(Seal)
Lon W BILSTROM Lethy Celex Bilst	(Seal) Borrower
KATHY KEELER BILSTROM	Borrower  Seal) Borrower
	(Seal) Borrower

## **UNOFFICIAL COPY**

Property of County Clark's Office

THIS CONVERTIBLE MORTGAGE RIDER is made this 15TH and is incorporated into and about NOVEMBER day of 19 85 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Citicorp Savings of Illinois, A Federal Savings and Loan Association

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

2113 N CLARK STREET , CHICAGO , IL 60614 (Property Address)

> The Adjustable Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate accreases, the Borrower's monthly payments will be lower. On every Change Date, Bortover may convert the adjustable rate loan into a fixed rate, level payment, fully amortizing loan or into an adjustable rate loan with a different Change Date period.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 12.000 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

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

(A) Change Dates

The interest rate I will pay may charge on the first day of DECEMBER

The interest rate I will pay may charge on the first day of DECEMBER

The interest rate I will pay may charge on the first day of DECEMBER

The interest rate I will pay may charge on the first day of DECEMBER

The interest rate I will pay may charge on the first day of DECEMBER \_\_, 19<u>88</u>, and months thereafter. Each date on which my interest rate could on that day every change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my true est rate will be based on an Index. The "Index" is the weekly average yield on United States Tready securities adjusted to a constant maturity of \_\_\_\_\_3 year(s), as made available by the Federal Receive Board. The most recent Index figure available as of the date 60 days before each Change Date is cr. 13 d 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 new interest rate by adding TWD AND 00/100 percentage points ( 2.00 %) to the Current Index.

The Note Holder will then determine the amount of the monthly payment that yould be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Pate in full on the maturity date at my new interest rate in substantially equal payments. The result of the calculation is called the "Full Payment Amount", and it will be the new amount of my monthly payment, subject to subsection (D) below.

(D) Limits on Interest Rate Changes

If checked below, the Note provides for certain limits on interest rate changes:

(XXi) The rate of interest I am required to pay shall never be increased or decreased on any single Interest Change Date by more than 3.00 % from the rate of interest I have been paying months. for the preceeding

IXXii) My interest rate will never increase more than 4.00 % from the rate established in Section 2.

(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 mail or deliver to me a notice of any changes in 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 questions I may have regarding the notice.

ADJUSTABLE RATE MORTGAGE CONVERTIBLE RIDER (continued) page 2

# UNOFFICIAL COPY 4 0 3

#### B. BORROWER'S OPTION TO CONVERT

Borrower may, at Borrower's option, modify the repayment terms of the indebtedness on every Change Date. At that time, Borrower may convert the Adjustable Rate Loan into: (i) a fixed interest rate loan to be fully amortized over a reduced term of 15 years, (ii) a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan; or (iii) an Adjustable Rate Loan with a different Change Date period.

Borrower may choose the option to convert if the following conditions are met; (i) the adjustable rate loan is not currently in foreclosure or default; (ii) the adjustable rate loan payments are current as of 45 days prior to the effective conversion date; and, (iii) there have not been two or more late charges in the twelve (12) months prior to the effective conversion date.

In addition, Borrower may only choose the option to convert to a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over a reduced term or fifteen (15) years (180 months), upon a review of Borrower's credit information to determine if it meets the Lender's normal credit standards for this type of loan.

#### C. LENDER'S NOTICE TO BORROWER

Lender's Notice of Cranges to Borrower pursuant to the Adjustable Rate Note given prior to each Change Date shall also contain 'an following additional information pertaining to Borrower's option to convert:

- (i) the fixed interest rate payable by Borrower if Borrower converts to one of the fixed interest rate loan, and the amount of Borrower's new monthly payments at the fixed rates of interest; and
- (ii) the interest rates for each alternate adjustable rate loan payable by Borrower if Borrower converts to another adjustable rate loan, and the amount of Borrower's new monthly payment at each interest rate for each adjustable rate loan; and
- (iii) a date, not more than 15 days from the date the notice is given, by which Borrower must execute and deliver to Lender a document in the form required by Lender evidencing the modification of the Note to provide for either a fixed interest rate loan or an adjustable rate loan with a different Change Date period.

### D. SELECTION OF FIXED RATE OR ALTELNATIVE ADJUSTABLE RATE LOAN AND MONTHLY PAYMENT ADJUSTMENT

Lender shall set the interest rates payable by the Borrower 45 days prior to the Conversion Date as follows:

- the fixed interest rate of loans for the remaining term is the sum of the current Federal Home Loan Mortgage Corporation's Required Net Yield for 60-day delivery of 30 year, fixed rate mortgages plus percentage points (425%).
- the fixed interest rate of loans for the remaining term or fifteen (15) years (180 months), whichever is less, is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 7 years, plus ( 2.25 %) as made available of the Federal Reserve Board.
- (iii) the adjustable rate mortgages initial interest rates for the remaining term see the weekly average yield on United States Treasury securities, as made available by the Iede al Reserve Board, adjusted to a constant maturity of:
  - year(s), plus % for a year adjustable rate mortgage. The rate of interest will never increase or decrease on any subsequent Change Date by more than 2.00 % from the rate of interest paid in the preceeding nonths.
  - 3 year(s), plus 2.00 % for a 3 year adjustable rate mortgage. The rate of interest will never increase or decrease on any subsequent Change Date by more than 3.00 % from the rate of interest paid in the preceeding months.
  - 5 year(s), plus 2.00 % for a 5 year adjustable rate mortgage. The rate of interest will never increase or decrease on any subsequent Change Date by more than 3.00 % from the rate of interest paid in the preceeding months.
  - 7 year(s), plus 2.00 % for a 7 year adjustable rate mortgage. The rate of interest will never increase or decrease on any subsequent Change Date by more than 4.00 % from the rate of interest paid in the preceeding months.
  - year(s), plus

    10 year(s), plus

    200 % for a

    10 year adjustable
    rate mortgage. The rate of interest will never increase or decrease on any subsequent Change
    Date by more than

    4.00 % from the rate of interest paid in the preceeding
    months.

ADJUSTABLE RATE
MORTGAGE
CONVERTIBLE RIDER
(continued) page 3

### UNOFFICIAL GOPY4 o a

The interest rate will never increase by more than Section 2 of Borrower's Adjustable Rate Note.

4.00 % from the rate established in

If any of the indexes are no longer available, the Lender will choose new indexes which are based on comparable information. The new interest rate will become effective on the Conversion Date if the Borrower chooses to convert.

Borrowers monthly payments at the new interest rate will begin as of the first monthly payment after the Conversion Change Date. The monthly payment will be the amount that is necessary to repay in full the principal Borrower is expected to owe on the Conversion Change Date in substantially equal payments by the maturity date at the new interest rate.

#### E. BORROWER'S ELECTION NOT TO CONVERT

Borrower must execute and deliver to Lender the document evidencing the modification of the Note within the period set in Lender's notice as provided in paragraph C above. If Borrower does not do this within the specified date, Borrower can no longer exercise the option to convert. In this case, the terms of Borrower's Note will continue in effect without any change.

#### F. CONVERSION FEE

Borrower agrees to prove the Lender at the time the document evidencing the modification of the Note is executed and delivered to a nonrefundable conversion fee equal to points ( %) of the unpaid principal balance as of the Change Date or \$ 500.00

#### G. EFFECTIVENESS OF PROVISIONS

Upon Borrower's delivery of the executed modification of the Note, paragraph A above shall cease to be effective.

In Witness Whereof, Borrower has executed this Convertible Mortgage Rider.

(flen 22 7	(Seal)
JON WEILSTROT	-Borrower
Laty Reign Bistron	(Seal)
KATHY REVLER BILSTFOR	-Borrower
	(Seal)
76	-Borrower
	(Seal)
	-Borrower

10EPT-01 PECCROING 117.00

(Sign Original Only)

53184()8

85-318408