County, Illinois:

COEK COUNTY FLLINOIS FRED FOR FECORD

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86014899

(Space Above This Line For Recording Data) .

LOAN NO. 011704373

. The mortgagor is

MORTGAGE

THIS MOTOGAGE ("Security Instrument") is given on January 9, JOHN T DUPEE AND QUINCELLA DUPEE, HIS WIFE ("Borrower"). This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the pricipal sum of TWENTY ONE THOUSANE AND NO /100-(U.S. 21,000.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2000

This Security Instrument requires 1 by the Note, with interest, and all rene vals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

THE SOUTH 8 1/3 OF LOT 8 ALL OF LOT 9, ALL OF LOT 10 AND THE NORTH HALF OF LOT 11 OM BLOCK 206 IN HARVEY, A SUB-DIVISION OF THE SW 1/4 OF THE NE 1/1 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\$29-07-215-011-SOUTH 8 1/3 OF LOT 8 AND FLL OF LOT 9

CASO OFFICE

\$29-07-215-012-LOT 10 AND THE NORTH HALF OF LOT 11.

14616 WINCHESTER HARVEY IL 60426

which has the address of ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights. appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereaster 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.

JNOFFICIAL COPY 011704373

CHICAGO, IL 60635 BVA HTROM W 0078 FOR SAVINGS ST PAUL FEDERAL BANK RONALD B. ERICKSON

> This instrument prepared by: Much 40:

> > ROX 333-TE

on the state of th
My commission expires: 30d 1986
Given under my hand and official seal, this 91h. day of January
set forth.
signed and delivered the said instrument as therein
subscribed to the foregoing instrument, appeared before me this day it per on, and acknowledged thathey
bersonally known to me to be same person(s) whose name(s)
do hereby certify that JOHN T DUPEE and QUINCTLA DUPEE, his wife
I, a Motary Public in and for said county and state.
State of Illinois, Cook
(Seal) ALEDAIO ALEDAIO (Seal)
TOTAL T. DUPEE -BOTTOMET
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
S Other(s) [spec (fy] OAN RIDER BIDER OWNS TO NOTE & RIDER □
Adjustable Ke.e Rider Condominium Rider Condominium Rider Caduated Casment Rider Caduated Casment Rider
suppiement, the covenants and agreements of this Security Instrument as it the rider(s) were a part of this Security Instrument. (Check applicable box(es)]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

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

receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

to, reasonable attorneys' lees and costs of title evidence. entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. Lender shall be Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curred; 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 non-existence solutions of the right to reinstate after acceleration and the right to assert in the default is not cuts on or before the applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS. Bottower and Lender further covenant and agree as follows:

UNOFFICIAL COPY,,,

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 sate a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is a visorized 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 Referred; 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 open the to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or proclude 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is to-ligning 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) grees 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 interist or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such oldered collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to an ke this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refundir direct 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 in any invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps locified 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 I onder 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 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 (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.

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

requesting payment. from 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the 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

and see 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

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

this Security Instrument immediately prior to the acquisition.

resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance ponce, and proceeds

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 I and 2 or change the amount of the payments.

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the 27 occeds to restore the Property or to pay sums secuted by this Security instrument, whether or not then due. 11 collect will begin restoration or repair is not conomically feasible or Lender's security would be lessence, 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 carrier has Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to sattle a good and a special processed to sattle and a sattle of the insurance carrier.

of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeus anill be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Be trov er shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Jorrower.

Lender shall have the right to hold the policies and renewals. If Lender tequres, Bortower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lend it ind shall include a standard mortgage clause.

unreasonably withheld.

insured against loss by fire, hazards included within the terr i "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 Br its wer subject to Lender's approval which shall not be 5. Hazard braurance. Bortower shall keep the improver sents now existing or hereafter erected on the Property

days of the giving of notice.

part of the Property is subject to a lien which may are it priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the den or take one or more of the actions set forth above within 10 lien an agreement satisfactory to Lender subord. It ding the lien to this Security Instrument. If Lender determines that any Borrowers that promptly discharge any lien which has priority over this Security Instrument unless Borrowers (a) agrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender; (b) contests in good isith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion good isith 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 to, feiture of any part of the Property; or (c) secures from the holder of the lien ander determines that are also and the secure of the property; or (c) secures from the holder of the lien ander determines that are also and the secure of the property; or (c) secures from the holder of the lien are also and the

receipts evidencing the payments.

pay them on time directly to the yerr on owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It Pur ower makes these payments directly, Borrower shall promptly furnish to Lender 4. Charges; Liens. Bor ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain a frontity over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in paragraph 2, or if not paid in that manner, Borrower shall be provided in the paragraph 2, or if not paid in that manner, Borrower shall be provided in the paragraph 2, or if not paid in the paragraph 2, or if not paragrap

principal due

3. Applicatio of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 s'all 're applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to application as a codit against the sums secured by this Security Instrument.

immediately p ior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Funds held [15] Pnder, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than

Sorrower's option, either promptly repaid to Borrower or recedited 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 amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lendershall promptly refund to Borrower any Employment in full of all sums secured by this Security Instrument, Lendershall promptly refund to Borrower any Employment in full of all sums secured by this Security Instrument, Lendershall annity no later than Employment in the Adel Security Instrument in the Adel Security Instrument in the Adel Security Instrument in the Adel Security refund to Borrower and Upon payment in full of all sums secured by this Security Instrument, Lendershall annit to Instrument in the Adel Security Instrument Ins 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

secured by this Security Instrument

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 requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender may not charge to holding and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law 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 or

current data and reasonable estimates of future escrow items. twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents 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 ansurance premiums, if any.

princips; 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 waivet 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-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

LOAN NO.

011704373

DATE

January 9, 1986

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

14616 WINCHESTER, HARVEY IL 60426

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that arc withstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

אמשת ת מאסד.

Borrower

OUTNOMILA DUPEE

Porrower

UNOFFICIAL COPY

Property of Coot County Clert's Office

ADDENDUM TO ADJUSTABLE RATE COAN RIDER 9

(Fixed Rate Conversion and Assumption Options)

LOAN NO.

011704373

DATE

January 9, 1986

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

14616 WINCHESTER HARVEY IL 60426

(Property Address)

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

A. FIXED INTEREST RATE OPTION

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

1. Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. It - 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 udjurtable rate to a fixed rate also is called a "Conversion Date." I can convert my interest rate only on one of these three Conversion Dates.

If I want to exercise the Conversion O ption, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the unpaid principal I am expected to owe on that Conversion Date plus U.S. 5250.00; (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (c) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

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; overed by 30-day mandatory delivity commitments in effect as of the date 15 days before the Conversion Date, plus five-eighths of one percent (.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 Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal wan amount equal to 95% of the stated 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 by the final payment 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 final payment date.

NOFFICIAL COPY **B. ASSUMPTION OPTI**

The provisions of Uniform Covenant 17 of the Security Instrument provides 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.

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.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that, prior to the sale or transfer, (a) Borrower is not in default of the terms and conditions of the Security Instrument and the Note, (b) the credit of the person to whom the Property is to be sold or transferred is satisfactory of hender, (c) Lender is paid Lender's then applicable assumption fee, (d) the person to whom the property is to be sold or transferred executes an assumption agreement acceptable to Lender wherein such person agrees to assume all of the Borrower's obligations under the Security Instrument and the Note.

BY SIGNING BF1.01V. Borrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Loun Rider.

Of COLONA COUNTY CONTROLO OFFICE Dupée (Seal)

LOAN NO. DATE 011704373

January 9, 1986

This Rider 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 Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") of the same date herewith (the "Note") and covering the Property described in the Security Instrument and located at:

14616 WINCHESTER, HARVEY IL 60426 (Property Address)

NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE FIRST FIVE YEARS OF THE NOTE. THE FENAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE. THE PRINCIPAL AMOUNT THE BORROWER MUST REPAY MAY BE LARGER THAN THE AMOUNT ORIGINALLY BORROWED.

Modifications. In: ddition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenary and agree as follows:
INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of 10.875 %. Beginning on the date of the Note, the Borrower will pay interest at the Initial Interest Flave until the first Change Date. The Note interest may be changed on the 1st day of the month beginning on JANUARY 1, 1986 and on that day of the month every 12 months thereafter. Each date on which the rate of interest may change is called a Change Date.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Monthly National Median Annualized Cost of Funds for FSLIC-insured savings and loan associations.

Two AND ONE QUARTER PERCE IT (2.25%) to the Current Index. The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest until tile in at Interest Change Date provided that on any Change Date the rate of interest will not be increased or decreased by more than two percentage points (2.00%). At no time during the term of the Note shall the interest rate be less than 8.5 per annum nor more than 14.5 per annum.

The first sixty monthly payments due under the Note will each be in the amount of Beginning with the 61st payment, the amount of the monthly payments with a determined in accordance with the terms of the Note and will always be sufficient to repay the unpaid principal balance in full in substantially equal payments by the final payment date.

Each of the 13th through 60th monthly payments of the first sixty monthly payment as set forth above could be less than the amount of the interest portion of a monthly payment which then would be su ficient to repay the unpaid principal balance in full on the linal payment date at the current rate of interesting instantially equal payments. If so, each month that the amount of the monthly payment is less than the interest portion, the Note Holder will subtract the amount of the monthly payment from the amount of the interest portion and will add the difference to the unpaid principal balance. The Note Holder will also add interest on the arrount of this difference to the unpaid principal balance each month. The rate of interest added to principal will be the rate of interest as changed from time to time by provisions of the Note described above.

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

OHN T DUPEE -Borrower

(Seal)

OUINCELLA DUPEE -Borrower

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