

86018407

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 13, 19 86
The mortgagor is ALAN L. LANDAY AND DEBRA ZIMBLER LANDAY, HUSBAND AND WIFE
("Borrower"). This Security Instrument is given to THE FIRST NATIONAL BANK OF CHICAGO
which is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670
("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED TWENTY-EIGHT THOUSAND AND NO /100
Dollars (U.S. \$ 28000.00 ). This debt is evidenced by Borrower's note dated the same date as this
Security Instrument ("Note") which provides for monthly payments, with the full debt, if not paid earlier, due and pay-
able on FEBRUARY 01, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evi-
denced by the Note, with interest, and all renewals, 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 COOK
County, Illinois:

THE NORTH 1/2 OF LOT 40 IN NORTH EAST AVENUE ADDITION TO OAK PARK, BEING
A SUBDIVISION OF THE EAST 23.43 ACRES OF THE WEST 40 ACRES OF THE SOUTH
90 ACRES OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THAT PART OF LOT 12
LYING WEST OF THE WEST LINE OF NORTH ELWOOD AVENUE PRODUCED NORTH IN
THE SUPERIOR COURT COMMISSIONERS PARTITION OF THE SOUTH 1/2 OF THE
SOUTH 85 ACRES OF THE NORTH WEST 1/4 OF SECTION 5 AND THE EAST 17 ACRES
OF THE SOUTH 25 ACRES OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PROPERTY INDEX NO.: 1606219-025 AH

which has the address of 1005 N. EAST AVE. OAK PARK
(Street) (City)
60302 ("Property Address");
Illinois (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-
nances, 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 fore-
going 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 en-
cumbrances 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.

Box 158

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This instrument prepared by and should be returned to: PHIL NIZIOL REO 71366-0 The First National Bank of Chicago Two First National Plaza Suite 0019 Chicago, Illinois 60670

Notary Public [Signature] My Commission expires: 10-27-87 Given under my hand and official seal, this 13th day of February, 1987. My Commission expires: [Signature]

STATE OF ILLINOIS, Cook County ss: ALAN L. LANDAY AND DEBRA ZIMBLER LANDAY, HUSBAND AND WIFE, personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged that THEY he signed and delivered the said instrument as THE IR, free and voluntary act, for the uses and purposes therein set forth.

ALAN L. LANDAY (Seal) - Borrower DEBRA ZIMBLER LANDAY (Seal) - Borrower [Signatures]

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.

- [X] Adjustable Rate Rider
[ ] Condominium Rider
[ ] 2-4 Family Rider
[ ] Graduated Payment Rider
[ ] Planned Unit Development Rider
[X] Other(s) (Specify) ADDENDUM TO ADJUSTABLE RATE RIDER

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). The notice shall specify: (a) the date; (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 non-existence 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 of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
23. Rider 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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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 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 Released; Forbearance By Lender Not a Waiver.** 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 successors 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 covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security 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 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 refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice 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 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.

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**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach to the Property over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the 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, Lender shall promptly refund to Borrower any Funds held by Lender. If 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 to the application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; and to amounts payable 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 Property which may attach to a priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay the obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of a 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 an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach in priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to an insurance policy and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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 Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

2018101807

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 13TH day of JANUARY 19 86 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:  
1005 N. EAST AVE. OAK PARK, ILLINOIS 60302

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

The Note provides for an initial interest rate of 8.500 %. 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) General.**

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

**(B) Change Dates.**

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date." Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

**(C) The Index.**

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of DECEMBER 19 85 was 7.80 %.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

**(D) Calculation of Changes.**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

**(E) Limits on Interest Rate Changes.**

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 6 percentage points.


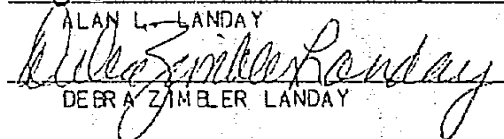
**(F) Effective Date of Changes.**

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

**(G) Notice of Changes.**

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This notice will include all information required by law.

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower acknowledges all the terms hereof.

  
ALAN L. LANDAY Borrower [Seal]  
  
DEBRA ZIMBLER LANDAY Borrower [Seal]

[Sign Original Only]

REO 71366-0 PN

86018407

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THE ADMINISTRATIVE...  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

THIS NOTE...  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

4. INTEREST RATE AND MONTHLY PAYMENT...  
PROPERTY OF COOK COUNTY CLERK'S OFFICE

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**ADDENDUM TO: ADJUSTABLE RATE RIDER TO MORTGAGE  
(CONVERSION TO FIXED RATE LOAN)**

This ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made this 13TH day of JANUARY, 19 86 and is incorporated by reference into and amends and supplements (i) the rider ("Rider") executed by the undersigned to The First National Bank of Chicago ("Bank") and dated the date hereof and (ii) the mortgage ("Mortgage") which is also executed by the undersigned to the Bank and dated the date hereof.

All of the provisions of the Rider and the Mortgage are incorporated by reference into this Addendum and all terms used in this Addendum which are defined in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the meanings given in such Note. In addition to the covenants and agreements made in the Mortgage, the Note Holder and I further agree as follows:

**A Terms.**

Subject to the terms of this Addendum, I may choose to convert my adjustable rate of interest on the Note to a fixed rate of interest by sending the Note Holder a written notice requesting that the conversion be made. Only one such written request is permissible. This notice must be received by the Note Holder between the dates on which the 25th through the 58th regularly scheduled payments on the Note are due.

After receipt, the Note Holder will send me a written notice advising me (a) what fixed rate is available to me based on the fixed rate in effect for conventional, fixed rate, 30 year mortgage loans offered by the Note Holder at the time my request is received and (b) the documentation which must be completed by me at least 10 business days before the Conversion Date, as defined below.

The "Conversion Date" is the date determined by the Note Holder on which the adjustable rate of interest on the Note will change to a fixed rate of interest and will usually be approximately 60 days after the date my request for conversion has been received.

Notwithstanding anything to the contrary in this Addendum, if the Note Holder determines that there are no comparable terms offered on the date my request for conversion is received, or if properly completed documents have not been received by the Note Holder within the time frames specified above, I will not have the option to convert. The Note Holder also reserves the right to review my credit worthiness before permitting the conversion.

**B Payment of Conversion Fee.**

If I convert my adjustable interest rate to a fixed interest rate as provided herein, I will pay the Note Holder, in addition to the Note Holder's customary closing and title insurance fees, a conversion fee equal to ONE AND ONE-HALF (1-1/2 %) of the principal amount of the Note that has not been paid as of the Conversion Date. I will pay all such fees on or before the Conversion Date.

**C Determination of New Payment Amount.**

After the Conversion Date, the Note Holder will determine the amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. This will be the new amount of my monthly payment. The Note Holder will notify me of this amount and all other information required by law. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment, and the interest rate I pay will not change from the fixed rate of interest established as of the Conversion Date.

**D Certain Terms of Note no Longer Applicable.**

If the conversion feature described in this Addendum becomes effective, the provisions of Section 4 of the Note shall cease to be effective as of the Conversion Date and the interest rate will be fixed as agreed by the parties.

By signing this ADDENDUM TO ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agree to all the terms hereof.

Alan L. Landay Borrower (Seal)  
Debra Zimmler Landay Borrower (Seal)  
ALAN L. LANDAY  
DEBRA ZIMBLER LANDAY

86 018407

(SIGN ORIGINAL ONLY)

REO 71366-0 PN

86018407

DEPT-01 RECORDING  
TRAN 0267 41/14/86 14:03:00  
#396 # D \*-S6-015407

\$15.00

15.00

ADDITION TO ADJUSTABLE RATE RIDER TO MORTGAGE

(CONVERSION TO FIXED RATE LOAN)

The ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and is incorporated by reference into the mortgage and supplements to the mortgage ("Mortgage") executed by the undersigned to the First National Bank of Chicago ("Bank") and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, which is also executed by the undersigned to the Bank and dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_. All of the provisions of the Addendum and the Mortgage are incorporated by reference into this Addendum and all amendments in the Addendum which are deemed in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the same effect as if they were amendments to the Mortgage. The Addendum and the Mortgage shall be read together and construed as one instrument.

Article I

A. The purpose of this Addendum is to provide for the conversion of the adjustable rate mortgage into a fixed rate mortgage. The adjustable rate mortgage is defined as a mortgage with an interest rate that is subject to periodic adjustment based on a specified index. The fixed rate mortgage is defined as a mortgage with a constant interest rate for the term of the mortgage. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be accomplished by the payment of a conversion fee. The conversion fee shall be determined in accordance with the provisions of Article II hereof. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be effective as of the date of the payment of the conversion fee. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall not constitute a novation of the mortgage. The original mortgage shall remain in full force and effect until the date of the conversion of the adjustable rate mortgage to a fixed rate mortgage. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the approval of the Bank. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the payment of the conversion fee. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the execution of this Addendum by the mortgagor.

Article II

B. Payment of Conversion Fee. The conversion fee shall be determined in accordance with the provisions of this Article. The conversion fee shall be a percentage of the outstanding principal balance of the adjustable rate mortgage at the time of conversion. The conversion fee shall be payable in full at the time of conversion. The conversion fee shall be payable to the Bank. The conversion fee shall be subject to the approval of the Bank. The conversion fee shall be subject to the payment of the conversion fee. The conversion fee shall be subject to the execution of this Addendum by the mortgagor.

Article III

C. Determination of New Payment Amount. After the conversion of the adjustable rate mortgage to a fixed rate mortgage, the new payment amount shall be determined in accordance with the provisions of this Article. The new payment amount shall be determined based on the fixed rate of interest and the outstanding principal balance of the mortgage at the time of conversion. The new payment amount shall be payable in full at the time of conversion. The new payment amount shall be subject to the approval of the Bank. The new payment amount shall be subject to the payment of the conversion fee. The new payment amount shall be subject to the execution of this Addendum by the mortgagor.

Article IV

D. Certain Terms of Note to Remain Adjustable. If the conversion of the adjustable rate mortgage to a fixed rate mortgage is not completed by the date of the conversion of the adjustable rate mortgage to a fixed rate mortgage, the adjustable rate mortgage shall remain in full force and effect until the date of the conversion of the adjustable rate mortgage to a fixed rate mortgage. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the approval of the Bank. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the payment of the conversion fee. The conversion of the adjustable rate mortgage to a fixed rate mortgage shall be subject to the execution of this Addendum by the mortgagor.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Name: ALAN J. LINDAY

\_\_\_\_\_  
Date: \_\_\_\_\_  
Name: DEBRA S. LINDAY

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First National Bank of Chicago  
The First National Bank of Chicago

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