

# UNOFFICIAL COPY

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## MORTGAGE

231365-1

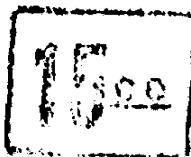
THIS MORTGAGE ("Security Instrument") is given on JUNE 9  
1986 The mortgagor is JIMMIE D. HIEBERT, BACHELOR

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 Borrower owes Lender the principal sum of FORTY SEVEN THOUSAND AND NO/100---

Dollars (U.S.) 47,000.00 ). 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 payable on JULY 1, 2016 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced 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:  
LOT 29 IN BLOCK 13 IN D. S. LEE'S ADDITION TO CHICAGO IN SECTION 6,  
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
COOK COUNTY, ILLINOIS.

17-06-216-037



which has the address of 1953 WEST EVERGREEN AVENUE CHICAGO  
(Street) (City)

Illinois 60622 ("Property Address");  
(Zip Code)

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

BORROWER COVENANTS that Borrower is lawfully seized 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.

150X158

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ATTENTION: SHIRLEY SHUM  
CHICAGO, ILLINOIS 60611  
4901 WEST DIVINE PARK ROAD  
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
BOX 130

RECORDED AND RETURN TO:

SHIRLEY SHUM  
CHICAGO, IL 60641

PREPARED BY: 10-29-89

My Commission Expires:

Given under my hand and official seal, this

day of June 1986.

Set forth.

Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

, personally known to me to be the same person(s) whose name(s) is

do hereby certify that JIMMY D. HIBBERT, BACHELOR

, a Notary Public in all of Cook County and State,

County of:

I, the undersigned

STATE OF ILLINOIS,

Notary

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

JIMMY D. HIBBERT/BACHELOR  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

Instrument (See "Supplemental Rider" if one or more riders are executed by Borrower and recorded together with

this Security Instrument), the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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. (See "Supplemental Rider" 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

NON-UNIFORM COVENANTS. 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 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;

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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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits 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 may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the 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 at the time of 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; third, 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 attain priority 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 pay them on time directly to the person owing 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 the obligation created by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or 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 Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt 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 and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance 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 any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' 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.

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If Lender required mortgagage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance until such time as the requirement for the insurance ceases. Lender or its agent may make reasonable emtires upon and inspect any part of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying the cause for the inspection. 8. Insurance. Lender or its agent may make reasonable emtires upon and inspect any part of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable causes for the inspection. 9. Condition. The proceeds of any award or claim for damages, or for compensation in connection with any condemnation, shall be paid to Borrower to the extent of a partial taking in lieu of condemnation, unless Borrower and Lender otherwise agree in writing. In the event of a total taking of the Property, before the taking, the fair market value of the Property immediately before the taking, shall be paid to Borrower. If the Property is abandoned by Borrower, or if, after notice to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of the notice, Lender is authorized to collect for damages, at its option, either to restoration or repair of the Property or to the sums so paid, by this Security Instrument, whether or not then due. Unless otherwise provided in the instrument, the sum secured by Lender or its agent shall be paid to Borrower, or to the sums so paid, by this Security Instrument, whichever of the two is due first.

If Lender is awarded or settles a claim for damages, or for compensation in connection with any condemnation, the sum so awarded or settled shall be paid to Lender by the condemner as if no acceleration had occurred. However, this right to remitance shall not apply in the case of acceleration under paragraph 13 or 17.

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred to pay the sum secured by this Security Instrument, Lender's rights in the Property and Borrower's reasonably holding instruments, including, but not set forth in any other documents upon which Borrower may have agreed to do so, to the extent of the Property, are limited to: (a) payment of all expenses incurred in enforcing this Security Instrument; (b) curtesy of all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (c) payment of all expenses incurred in accelerating this Security Instrument, and the Note had no acceleration; (d) payment of all sums prior to the earlier of: (a) 5 days after such period as applicable law may provide for remedies; (b) 30 days after notice of sale of such period as specified in this Security Instrument; or (c) 60 days from the date of acceleration to the expiration of the period of acceleration.

If Borrower meets certain conditions, Borrower shall have the right to have remedies exercised by this Security Instrument if any notice of acceleration or demand on Borrower, is not less than 30 days from the date of acceleration. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any general law as of the date of this Security Instrument.

If Lender's exercise of his or her rights under this Security Instrument is prohibited or delayed within twelve months of the period of acceleration, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of acceleration to pay these sums prior to the expiration of this period, Lender may invoke any general law as of the date of this Security Instrument.

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 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 the extent that the Note and the provisions of this Security Instrument are given effect by Note of transfer, Lender shall be governed by Note of transfer, Note of transfer, or a Beneficial Interest in Borrower. If all or any part of the property is sold or transferred and Borrower is not a natural person who 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 require immediate payment in full of all sums received by Lender or its assignee.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property is sold or transferred and Borrower is not a natural person who it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), Lender shall be given one conformable copy of the Note and of this Security Instrument. Note are declared to be severable.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property is sold or transferred and Borrower is not a natural person who it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), Note are declared to be severable.

18. Borrower's Right to Remitance. If Borrower meets certain conditions, Borrower shall have the right to have remedies exercised by this Security Instrument if any notice of acceleration or demand on Borrower, is not less than 30 days from the date of acceleration to pay these sums prior to the expiration of this period, Lender may invoke any general law as of the date of this Security Instrument.

19. Lender's payment of attorney fees in connection with any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing. If the Note provides for a payment of attorney fees by Borrower, or to a third party, if Lender agrees in writing, or if the Note provides for a payment of attorney fees by Borrower, or to a third party, if Lender agrees in writing, Lender shall be entitled to receive payment of all reasonable attorney fees and costs of any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing.

20. Miscellaneous. Borrower's payment of attorney fees in connection with any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing. If the Note provides for a payment of attorney fees by Borrower, or to a third party, if Lender agrees in writing, Lender shall be entitled to receive payment of all reasonable attorney fees and costs of any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing.

21. Successors and Assigns. Lender and Borrower, jointly and severally, shall be liable to Lender for any deficiency arising out of or resulting from any conveyance or transfer of the Note, or any part thereof, or of the property covered by the Note, or any part thereof, to any other person, and Lender shall be entitled to receive payment of all reasonable attorney fees and costs of any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing.

22. Non-Waiver. Lender shall not waive any provision of this Note, or any part thereof, by failing to exercise any right or remedy by the original Borrower, or by failing to exercise any right or remedy by any subsequent Borrower. Lender shall not be deemed to have waived any provision of this Note, or any part thereof, by failing to exercise any right or remedy by the original Borrower, or by failing to exercise any right or remedy by any subsequent Borrower.

23. Waiver. Lender shall not be deemed to have waived any provision of this Note, or any part thereof, by failing to exercise any right or remedy by the original Borrower, or by failing to exercise any right or remedy by any subsequent Borrower.

24. Modification. Any modification of this Note, or any part thereof, shall be made in writing, executed by Lender and Borrower, and shall be binding only between them, unless otherwise provided by this Note.

25. Governing Law and Applicable Law. Lender and Borrower, jointly and severally, shall be liable to Lender for any deficiency arising out of or resulting from any conveyance or transfer of the Note, or any part thereof, or of the property covered by the Note, or any part thereof, to any other person, and Lender shall be entitled to receive payment of all reasonable attorney fees and costs of any proceeding, suit, action, or proceeding, including, but not limited to collection, foreclosure, repossession, or garnishment, or in connection with any other proceeding, shall be paid to Lender by Borrower, or to a third party, if Lender agrees in writing.

26. General. Lender shall not be liable for any deficiency arising out of or resulting from any conveyance or transfer of the Note, or any part thereof, or of the property covered by the Note, or any part thereof, to any other person, unless Borrower and Lender otherwise agree in writing. In the event of a partial taking in lieu of condemnation, unless Borrower and Lender otherwise agree in writing, the sum secured by the Note shall be reduced by the amount of the partial taking, unless otherwise provided in this Note.

27. No Waiver. Lender shall not be liable for any deficiency arising out of or resulting from any conveyance or transfer of the Note, or any part thereof, or of the property covered by the Note, or any part thereof, to any other person, unless Borrower and Lender otherwise agree in writing, the sum secured by the Note shall be reduced by the amount of the partial taking, unless otherwise provided in this Note.

28. Lender shall not be liable for any deficiency arising out of or resulting from any conveyance or transfer of the Note, or any part thereof, or of the property covered by the Note, or any part thereof, to any other person, unless Borrower and Lender otherwise agree in writing, the sum secured by the Note shall be reduced by the amount of the partial taking, unless otherwise provided in this Note.

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9TH day of JUNE , 19 86 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1953 WEST EVERGREEN AVENUE, CHICAGO, ILLINOIS 60622  
{Property Address}

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

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.50%. 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 change on the first day of JULY , 19 87 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

If the Index is no longer available, the 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 TWO AND ONE HALF percentage points (2.500%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

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

The interest rate I am required to pay at the first Change Date will not be greater than 10.500 % or less than 6.500%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.5 %.

#### (E) Effective Date of Changes

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

#### (F) Notice of Changes

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

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

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

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

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

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ATTN : SHIRLEY SHAW

RECORD AND RETURN TO : THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS  
BOX 130 CHICAGO, ILLINOIS 60641  
4901 WEST IRVING PARK ROAD  
17-06-216-037

(Seal) -Borrower  
(Seal) -Borrower  
(Seal) -Borrower  
(Seal) -Borrower  
JIMMIE D. HEBERT/BACHER  
(Seal)

Rider.

BY SIGNING BELOW, Borrower Accepts and Agrees to the terms and conditions contained in this Adjustable Rate

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower. Lender may invoke any remedies permitted by this Security Instrument without further notice or preparation of this period. Lender may invoke any remedies permitted by this Security Instrument prior to the which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the notice, Lender 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 notice, Lender shall give Borrower notice of acceleration or demand on Borrower.