UNOFFICIAL COPY

Loan No: 0151017395

87451323

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MORTGAGE

THE MODICACE ("Sometry)	Instrument's is niven on AUC	SUST 06,
19.87 The morte por is ROBERT	A. IZENSTARK AND FER	UST 06, IN R. IZENSTARK
HIS WIFE	"Borrower"). This Security	Instrument is given to , which is organized and existing address is 6.01.94 ("Lender")
SHELTER MORTGAGE CORPORT	AT LON.	, which is organized and existing
under the laws of the State of	Wisconsin and whose	address is
375 East Schaumoung Road	#220 Schaumburg, IL	60194 ("Lender")
Borrower owes Lender the principal sum	of ONE HUNDRED ONE TH	QUSAND AND NO /100
	Dollars (U.S. \$1.0.1.00000). This debt is evidenced by Borrower's note
dated the same date as this Security Instru	ument ("Note"), which provides fo	monthly payments, with the full debt, if not
paid earlier, due and payable onAU.G.I	IST 0.1. 2017	This Security Instrument
secures to Lender: (a) the repayment of	the debt evidenced by the Note, w	
modifications: (b) the payment of all of e	r sums, with interest, advanced unc	er paragraph 7 to protect the security of this
Security Instrument: and (c) the performa	in c of Borrower's covenants and ag	reements under this Security Instrument and
the Note. For this purpose, Borrower does	s bereby mortgage, grant and conve	y to Lender the following described property
transfer for the contract of t		

LOT 4 IN FRENCHMAN'S COVE UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NOITHFAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE 'HIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(Such property having been purchased in whole or in part with the

sums secured hereby.)
1/TAX KEY NO: 03-08-214-020

760. 750. T#0003 TRAH 573+ 08/14/87 10420100 \$7517 かく お・森マー4551300円 COOK COUNTY PECORDER



which has the address of 3123 NORTH CARRIAGEWAY DRIVE ARLINGTON HEIGHTS (Street)

60004 ("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 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 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.

87451323

Tabis Klima Family Rider

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My Commission Expine 7/17/89 Motery Public, State of Illinois

Schaumburg, IL 60194 1375 East Schaumburg Road, #220

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J. (103)	it (1. Broke	27	-/_	
		Borrower and recorded wit		
contained in this Security	terms and covenants	occepts and agrees to the	BELOW, Porrower a	BY SIGNING
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		m to Rider	ubnəbbA (yitəəq	el (a)nerto XX
	lopment Rider	Planned Unit Deve	Pa' ment Rider	minubard []

Instrument. [Che.k r.pplicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Securit 15, strument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Pictors to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

T Condominium Rider

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

Adjustable Rate Rider

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the 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

but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession, Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (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 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; unless upplicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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NANTS. 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 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 big which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation (ec) red 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 overage" 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, Forower 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 Borrowe.

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 proceed, 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 fien 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.

occurred. However, this right to reinstate shall not apply in the case to acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 reasonably require to assure that the lien of this Security Instrument, contains an including the Property and Borrower's 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 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this portower. 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

federal law as of the date of this Security Instrument. 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Secrity 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred to the property of the Property or any part of the Property or any par

Note are declared to be severable. Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

15. Governing Law; Severability. This Security Instrument shall be governed by fede all aw 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

dqaragaraq eidt m provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by paragraph 17.

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 1), esteps specified in the second paragraph of

rendering any provision of the Note or this Security Instrument unenfort eathe according to its terms, Lender, at its option, If enactment of expiration of applicable laws has the effect of 13, Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a 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 connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount

charges, and that law is finally interpreted so that the increst or other loan charges collected or to be collected in If the loan secured by this Scentity Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 11. Successors and Assigne describe of any right of remember 12. Successors and Assigne described and Several Liability; Co-signers.

The covenants and assigns of the provisions of paragraph 17. Borrower, subject to the provisions of paragraph 17. Borrower's covenants as degreements shall be joint and several. Any Borrower who co-signs this Security Instrument out does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower who co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property next the terms of this Security Instrument. (b) is not passeonally obligated to may that Borrower's interest in the Property next the terms of this Security Instrument.

shall not be a waiver of or preclude 'ne exercise of any right or remedy. by the original Borrower or Borrover's successors in interest. Any forbeatance by Lender in expressing any right or remedy payment or otherwise modify an ortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be ream, ed to commence proceedings against any successor in interest or reluse to extend time for

interest of Borrower at all 1 of operate to release the liability of the original Borrower or Borrower's successors in interest. modification of an of the sums secured by this Security Instrument granted by Lender to any successor in 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or

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

to the sums seen ed by this Security Instrument, whether or not then due. 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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property. in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. 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 licu of condemnation, are hereby

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8, Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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.

UNOFFICIAL COPON No: 0151017395

ADDENDUM TO ADJUSTABLE RATE RIDER (Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 6TH day of AUGUST, 1987, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate 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, to SHELTER MORTGAGE CORPORATION
(the "Lender")
and located at
3123 NORTH CARRIAGEWAY DRIVE, ARLINGTON HEIGHTS, IL 60004
(Property Address)

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

A. PIXED 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:

Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default, I have been delinquent at any time during the term of this loan, or this section A-1 will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion may take place at any cime after the first anniversary through the fourth year. I can convert my interest rate only during this period called the "Conversion Period".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so during the Conversion Period and at least thirty days before the end of the Conversion Period; (b) on the Conversion Date, I am not in default under the Note or the Security Agreement; (c) I have never been delinquent on any payment under my Note from the inception of this loan; (d) on the conversion date, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the unpaid principal balance of the Note on the Conversion Date; (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; (f) I must be qualified at the rate of interest after conversion using the Note Holder's FHLMC Current Underwriting guidelines for fixed rate mortgages; and (g) I must be the original Borrower under this Note.

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2. Calculation of Fixed Rate

My new fixed rate will be equal to the rate of FHLMC's 60 day net yield for 30 year fixed rate mortgage, plus 50 basis points in effect as of 10 days prior to the conversion date. If my loan exceeds \$153,100, my new fixed interest rate shall be equal to Residential Funding Corporation's 60 day net price for 30 year fixed rate conventional mortgage, plus 50 basis points in effect as of 10 days prior to conversion date.

3. Determination of New Payment Amount

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

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

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustment Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Bor. ower notice of acceleration. The notice shall privde a period of not less than thirty (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 Instruction without further notice or demand on Borrower.

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

ROBERT A. IZENSTARK BORROWER

FERN R. IZENSTARK

Borrower

Stende

6/03/87

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UNOFFICIAL COP No: 0151017395

(1 Year Treasury Index—Rate Caps)

incorp "Secu	orated into	USTABLE RATE F o and shall be deem ment") of the same	ed to amend date given t	and supplement by the undersigne	the Mortgage d (the "Borro	, Decd (ver") to	of Trust or Securi o secure Borrower	ty Deed (the 's Adjustable
		"Note") to SHEL!		the "Lender") o	f the same date	and co	vering the property	described in
the Se	curity Ins	trument and located	at:					
3123	NORTH	CARRIAGEWAY	DRIVE,	ARL ING TON	HEIGHTS,	IL	60004	
				1 Property Addres	N1			

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 ...7...7.50.1%. The Note provides for changes in the interest rate and the monthly payments (a) follows:

4. INTEREST RAZE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(R) The Index

Beginning with the first Change Pate, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury sometities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Indix 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 alci late my new interest rate by adding 2.75 percentage points (2.75 4) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent ge 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 riorably 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 9.750 % or less than 5.750 %. Thereafter, my interest rate will never be increased or deer used 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 12.750 %.

(E) Effective Date of Changes

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

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if Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-Borrower in writing. Instrument. Borrower will continue to be obligated under the Mote and this Security Instrument unless Lender releases Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security

the loan assumption. Lender may also require the transferce to sign an assumption agreement that is acceptable to To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to

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

or demand on Borrower.

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

Property of Coot County Clerk's Office

SCHEMBOUR, ILL 60194 1375 East Schaumburg Road, 1375 East Schaumburg Road,