### NOFFICIAL CORY 5

THIS INSTRUMENT WAS PREPARED BY: TABBLE DOOMAN

1 NORTH DEARBORN STREET CHICAGO, ILLINOIS 60602

ADJUSTABLE RATE MORTGAGE

#### CITICORP SAVINGS

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

LOAN NUMBER: 000944744

67464265

THIS MORTGAGE ("Security Instrument") is made this **14TH** 19 87 between the Mortgagor, DOUGLAS M ROTHROCK AND BARBARA P ROTHROCK HIS WIFE

day of

AUGUST

(herein "Borrover", and the Mortgagee, Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States, whose address is One South Dearborn Street, Chicago, Illinois 606 13 [herein "Lender"),

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's (herein "Note"), providing for monthly installments of principal and interest, note dated 08/14/87 with the balance of the indebtedness, if not sooner paid, due and payable on SEFTEMBER 01 2017

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advince I in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Dorrower herein contained, and (h) the repayment of any future advances, with interest thereon. Borrower does hereby most one general and convey to Lender the following described property located T#0222 TRAN 6084 48/21/87 14:43:09 in the County of

COOK

, State of Illinois

### # # #-87-464265

COOK COUNTY SECORATE

LOT 16 IN KING'S VILLA SUBDIVISION OF LOTS 1, 2 AND 3 AND PART OF LOT 11 IN THE CIRCULY COURT PARTITION OF LOT 4 IN WEST 1/2 OF EAST 1/2, SOUTH OF ROAD IN COUNTY CLERKS DIVISION OF SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, ACCORDING TO PLAT THEREOF RECORDED DICEMBER 19, 1922 AS DOCUMENT 7752284, IN COOK COUNT, 11LINOIS.

J.D. 1005-33-402-016-1

which has the address of 134 17TH STREET

IL (State and Zin Code)

LAND TITLE COMPANY)

(herein "Property Address"):

WILMETTE

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (of the leasehold estate if this Mortgage is on a leasehold) as herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

8. Inspection. Lender or its a senting transfer even able to specifying rom and many contrassing rom and many contrassing rom and be ruonoodsur əu the Propeny. Lender shall

in accordance with Borrower's and Lender's written agreement or applicable law.

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 terminates

buyment.

the date of disburgement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

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

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

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

clange the Property, allow the Propertylia deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower significantly with the property, the leasehold and fee title shall comply with the provisions of the leasehold and fee title 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not desiroy, damage or substantially

Instrument immediately prior to the acquisition. posipone the date of the monthly payments referred to in paragraphs I 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 posteds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice

settien claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to a pair of restore the Property abdaidons the Property, or does not answer within 30 days a notice from Lender that the carrier has offered to applied to the sums secured by this Security Instrument, whether or not then due, with any excess and to Borrower. If Borrower of the Property damaged, if the regionalion of repair is economically feasible and Lender's security is not lessened. If the resionation of repair is not economically feasible of Lender's security would be lessened; the Insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceed stall be applied to restoration or repair shall have the right to hold the policies and tenewals. If Lender requires, Borrow et shall promptly give to Lender all receipts of paid premiums and tenewal notices, in the event of loss, Borrower shall give e prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by Borrower.

providing the insurance shall be chosen by Borrower subject to Lender and thall include a stancard mortgage clause. Lender And include a stancard mortgage clause. Lender insurance This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier

satisfactory to Leader subordinating the lien to this Security, naturating. It Leader determines that any part of the Property is Leader subordinating the lien to this Security, naturating the lien or take one or more of the sations set forth above within 10 days of the giving of notice.

5. Havan'd Insurance. Borrower shall keep the improver one set forth above within 10 days of the giving of notice, as it is a marked insurance. Borrower shall keep the improver one set forth above within 10 days of the giving of notice, as it is a marked insurance. Borrower shall keep the improver one or more of the sations of the giving of notice, against loss by fire, hazards for which Leader requires against loss by fire, hazards included within the termitoxened covering. In any other hazards for which Leader requires the enforcement of the lien or force figure of any part of ar Property or (c) secures from the holder of the lien an agreement

in writing to the payment of the obligation secure. of the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien by, or defends against the lien by th Borrower shall prompily discharge any lien which has pridrity over this Security Instrument unless Borrower; (a) agrees

ine payments. time directly to the person owed payment. L. rower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these baid under the prompt of Lender to Lender to be paid under the paragraph. 4. Chargest Liens. Borro... (shall pay all taxes) assessments, charges, fines and impositions attributable to the Property Superior may attain priority over the contract of payments or ground rents, it any. Borrower shall spay these obligations in the manner, horse or ground rents, it any borrower shall spay them on similar payments. It is not paid in that manner, Borrower shall pay them on similar directly to the person owed navment. The property of the person owed navments. The property of the person owed navments.

paragraphs I and 2 shall be q.ppled: first; to late charges due under the Note; second, to plupayment charges due under the Note; third, to amounts payab e under-paragraph 2; fourth, to interest due; and last, to principal due.

3. Application W. ayments. Unices applicable law provides otherwise, all payments received by Lender under

amount necessary to make up the deficioncy in one or more payments as required by Lender shake up the deficioncy in one or more payments as required by Lender shall prompily refund to Borrower any Funds held by Lender, Lender shall apply, no later than Junitediately prior, of the Property is sold or acquired by Lender, Lender shall apply, no later than Junitediately prior, of the Property is acquisition by Lender, Lender at the time of application as a credit against the sum; secured by this Security Instrument.

amonutiof the rands held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due ances of the excess shall be, due excess shall be. debit to the Funds was made. The Funds are pledged as additional security for the sum's secured by this Security Instrument. 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 may agree in withing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge, Borrower and Lender Lender may not charge for holding and applying the Funds, analyzing the account or vertiving the escrow items, unless The Funds shall be held in unitingfution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Londer if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

(d) Yearly mortgage insurance premitings, it any These items are called "escrow items." Lander may estimate the Funds due on the binds

Instrument: (b) yearly leasehold payments of ground rems on the Property, if any: (c) yearly hazard insurance premiums: one-twelfth of; (a) yearly taxes and assessments imposed by governmental bodies which may attain priority over this Security

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

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

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

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

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

10. Borrower Not Released; Forbearance By Lender Not a 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 xercise 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. Borro ver'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 fretrument; 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

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 has the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, vieta (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.3

13. Legislation Affecting Lender's Rights 11 exactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument v.a. inforceable 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 pother 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 are gnates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Porrower or Lender when given as provided in this

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 N o 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, assigned or transferred and Borrower is not a natural person) or if Borrower enters into Articles of Agreement for Deed or any agreement for instrument sale of the Property or the beneficial interest in Borrower (and Borrower is not a natural person) without Lender's p for viriten consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument, Powever, 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 of a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay it sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lenger 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 lieu of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

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

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|  |  | this Security Instrument, the covenants and agreen supplement the covenants and agreen  |
| Borrower and recorded together with  | one or more riders are executed by E   | 11: : Riders to this Security Instrument: :11   |
|  |  | 22. Waiver of Homestead Borrower wais   |
| elease deed shall be without charge.   | uch preparation and delivery of a re   | s. Inamiunani Viiruo 6: aldi abnu reamini strabna 1-<br>vagʻilarisha viro Eʻgniogʻaro), orli gribri attivito V()  |
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| pursuing the remedies provided in  | to collect all expenses incurred in  | plandicial proceeding: Lender shall be entitled   |

of silicatura secured by this Security fusit union the demand and may tore close this Security having the control of the contr

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# ADJUSTABLE RATUNOFFICIAL CC

A Federal Savings and Loan Association

Loan Number: 00000944744

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

AUGUST ,1987 14TH , and is incorporated into and shall be deemed This Rider is made this day of to amend and supplement the Mortgage, Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association.

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

60091 134 17TH STREET, WILMETTE, IL

Property Address

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

| Α. | Interest | Rate   | and [ | Y on T | hly I | Payme | ent Changes |  |
|----|----------|--------|-------|--------|-------|-------|-------------|--|
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7.15 %. The Note interest rate may be increased or decreased on the FIRST 15T SEPTEMBER , 19 88 day of the month beginning on and on that day of the month every month(s) thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.

(1) XX The weekly average yield in United States Treasury securities adjusted to a constant maturity of 1 year(s), as made available by the Federal Reserve Board.

In no event over the full term of the Note will the interest rate be increased more than

6.75 percentage

6.75 %) from the Initial Rate of Interest.

Before each Change Date the Note Holder will calculate the new interest rate by adding

(6) to the Current Index. However, the rate of interest that is required to be paid percentage points ( 2,90 shall never be increased or decreased on any single Change Date by more than percentage points 2.00 2.00 %) from the rate of interest currently being paid.

(2) 🗆 \* Other:

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

#### B. Loan Charges

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

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to all in which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly not with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

#### D. Transfer of the Property

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

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

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

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ADJUSTABLE RATE MORTGAGE CONVERSION RIDER

CITICORP SAVINGS Citicorp Savings of Illinois A Federal Savings and Loan Association

Loan Number: 000944744

THIS ADJUSTABLE RATE MORTGAGE CONVERSION RIDER is made this

14TH day of AUGUST, 1987, and in incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Botrower") to secure Borrower's Adjustable Rate Note (the "Note") to Citicorp Savings of Illinois, a Federal Savings and Loan Association, (the "Lender") and covering the property described in the Security Instrument located at: 134 17TH STREET WILMETTE, IL 60091

#### (Property Address)

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

A. BORROWER'S OPTION TO CONVERT: The Adjustable Rate Note Conversion Rider to Borrower's Note contains provisions that allow the Borrower to convert the Adjustable Rate Note to a fixed rate, level payment, fully amortizing loan. That Rider provided as follows:

#### "A. OPTION TO CONVERT PIXED RATE

I have a Conversion Option which I can exercise unless this Section 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 interest rate: (a) to a fixed interest rate loan for the remaining turm if my outstanding principal balance on the Conversion Date is less than or equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00); or (b) to a fixed interest rate loan for a term to maturity of fifteen (15) years from the Conversion Date if my outstanding principal balance on the Conversion Date is greater than Five Hundred Thousand and No/100 Dollars (\$500,000.00).

The conversion can only take place on the first FIVE (5) Change Date(s). Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate is also called a "Conversion Date". I can convert my interest rate only on this (these) Conversion Date(s).

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I am not in default or foreclosure

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under the Note or the Security Instrument on the Conversion Date; (b) I have not been assessed for two or more late payments in the twelve (12) months immediately preceding the Conversion Date; (c) I am current on my payments as of 45 days prior to the Conversion Date; (d) I give the Note Holder notice that I want to convert to a fixed rate within the time specified by the Note Holder; (e) I pay a non-refundable conversion fee equal to the greater of one percent (1%) of the outstanding principal balance of my Note on the Conversion Date or \$500.00.; (f) I sign any documents required by the Note Holder to effect the conversion; (g) I provide the Note Holder with current credit information; and (r) I have not exercised any Assumption Feature offeces by the Note Holder and accepted by me as of the Conversion Date.

If I do not exercise this option to convert in accordance with the terms and conditions of this Rider by the TIFTH (5TH) Change Date to occur pursuant to the Adjustable Rate Note after the date of this Rider and the Note, this option to convert created by this Rider shall terminate.

#### B. NOTE HOLDER'S NOTICE TO BORROVER

This Conversion Rate Rider is notice to me of my option to convert and the conditions for exercising that option. Note Holder may, but is not required to, provide me with additional Notice of my option to convert before each Conversion Date. That notice, if provided, will contain the following information:

- (i) the fixed interest rates payable by me if I convert to a fixed interest rate loan and the amount of my new monthly payment at the fixed rate of interest; and
- (ii) a date not less than 15 days from the date the notice is sent, by which I must execute and deliver to Note Holder a document in the form required by Note Holder evidencing my election to convert to a specified fixed rate loan.

#### C. CALCULATION OF FIXED RATE

My fixed interest rate will be determined by the Note Holder FORTY-FIVE ( 45 ) days before each Conversion Date. That interest rate will be equal to the interest rate then charged by Citicorp Savings of Illinois, a Federal Savings and Loan Association, on similar fixed rate loans with a

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term of 15 years if my outstanding principal balance is greater than \$500,000.00 on the Conversion Date, or with a term of 30 years if my outstanding principal balance is less than or equal to \$500,000.00 on the Conversion Date. That interest rate will be higher if the original principal amount of my Loan exceeded 80% of either the purchase price of my home or the appraised value of my home at Loan Settlement as determined by the appraisal prepared and submitted to Note Holder prior to Loan Settlement. If I elect to convert, any limit on interest rate changes on a Change Date or over the term of the Note will not apply in setting the fixed interest rate.

#### D. CALCULATION OF NEW PAYMENT AMOUNT

The new fixed interest rate will become effective on the Conversion Date if I choose to convert.

My monthly payments at the new fixed interest rate will begin with the first monthly payment due after the Conversion Date. The monthly payment will be the amount that is necessary to repay in full-the principal I am expected to owe on the Conversion Date in substantially equal payments by the end of the term provided in "A" above.

#### E. ELECTION TO CONVERT

I must execute and deliver to Note Holder a document on a form required by Note Holder evidencing the modifications to the Note at least fifteen (15) days prior to the effective Conversion Date. If I do not do this within the specified time, I can no longer exercise the option to convert on that particular Conversion Date. In this case, the terms of my Note will continue in effect without any change.

Failure of Note Holder to provide the notice described in Paragraph B above, will not extend the time for me to exercise this option to convert. In any event, I must deliver to Note Holder written notice of my election to convert not less than TWENTY (20) days from the Conversion Date.

#### P. CONVERSION FEE

I agree to pay the Note Holder at the time the document evidencing the modification of the Note is executed and delivered, a nonrefundable conversion fee equal to one percent (1%) of the unpaid principal balance of my Note on the Conversion Date

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#### CALCULATION OF MEN PAYMENT ANDINES

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greater. If I fail to timely pay the conversion fee in full the terms of my Note will continue in effect without any change, notwithstanding my execution, or Note Holder's execution, of the document evidencing the modification of the Note.

#### G. EFFECTIVENESS OF PROVISIONS

Upon my delivery of the execution modification to the Note, Sections 2, 3, and 4 of the Adjustable Rate Note shall cease to be effective."

By signing below, Borrower accepts and agrees to the above terms and conditions:

IN WITH ST WHEREOF, Borrower has executed this Adjustable Rate Mortgage Conversion Rider.

DOUGLAS M. ROTHROCK

\_\_[SEAL] Borrower

Burna & Ryhad

[SEAL] Borrower

BARBARA P. ROTHROCK

\_\_\_[SEAL] Borrower

(Sign Original Only)

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ADJUSTABLE RATE NOTE CONVERSION RIDER

CITICORP SAVINGS
Citicorp Savings of Illinois
A Federal Savings and Loan Association

Loan Number: 000944744

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#### A. OPTION TO CONVERT FIXED RATE

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# UNOFFICIAL LANGUER: 160944744

term of 15 years if my outstanding principal balance is greater than \$500,000.00 on the Conversion Date, or with a term of 30 years if my outstanding principal balance is less than or equal to \$500,000.00 on the Conversion Date. That interest rate will be higher if the original principal amount of my Loan exceeded 80% of either the purchase price of my home or the appraised value of my home at Loan Settlement as determined by the appraisal prepared and submitted to Note Holder prior to Loan Settlement. If I elect to convert, any limit on interest rate changes on a Change Date or over the term of the Note will not apply in setting the fixed interest rate.

#### D. CALCULATION OF NEW PAYMENT AMOUNT

The new fixed interest rate will become effective on the Conversion Date if I choose to convert.

My monthly payments at the new fixed interest rate will begin with the first monthly payment due after the Conversion Date. The monthly payment will be the amount that is necessary to repay in full-the principal I am expected to owe on the Conversion Date in substantially equal payments by the end of the term provided in "A" above.

#### E. ELECTION TO CONVERT

I must execute and deliver to Note Holder a document on a form required by Note Holder evidencing the modifications to the Note at least fifteen (15) days prior to the effective Conversion Date. If I do not do this within the specified time, I can no longer exercise the option to convert on that particular Conversion Date. In this case, the terms of my Note will continue in effect without any change.

Failure of Note Holder to provide the notice described in Paragraph B above, will not extend the time for me to exercise this option to convert. In any event, I must deliver to Note Holder written notice of my election to convert not less than TWENTY (20) days from the Conversion Date.

#### P. CONVERSION PEE

I agree to pay the Note Holder at the time the document evidencing the modification of the Note is executed and delivered, a nonrefundable conversion fee equal to one percent (1%) of the unpaid principal balance of my Note on the Conversion Date

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#### THEORY OF CONVERT

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#### COMVERSION FEE

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or FIVE HUNDRED DOLLARS (\$500.00), whichever is greater. If I fail to timely pay the conversion fee in full the terms of my Note will continue in effect without any change, notwithstanding my execution, or Note Holder's execution, of the document evidencing the modification of the Note.

#### EFFECTIVENESS OF PROVISIONS G.

Upon my delivery of the execution modification to the Note, Sections 2, 3, and 4 of the Adjustable Pate Note shall cease to be effective."

By signing below, Borrower accepts and agrees to the above terms and conditions:

IN WITNESS PHEREOF, Borrower has executed this Adjustable Rate Mortgage Conversion Rider.

DOUGLAS M. ROTHROCK

[SEAL] Borrower

[SEAL]

bra PRothort Borrower BARBARA P. ROTHROCK

[SEAL]

Borrower

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