87475298

MORTGAGE

THIS NOR IGAGE ("Security Instrument") is given on AUGUST 14,
19.87... The morty 230r is JOHN I. HIESTAND AND CLAUDIA F. HIESTAND "SHELTER MORICAGE CORPORATION" Borrower"). This Security Instrument is given to which is organized and existing under the laws of take State of Wisconsin and whose address is 137.5. East Schaumfurg, Boad #220 Schaumburg, IL 60194

Borrower owes Lender the principal sum of EIGHTY-FOUR THOUSAND SIX HUNDRED AND "No 100 Borrower's note detect the same date as this Scott in Scott (U.S. \$ 84600.00.) This debt is evidenced by Borrower's note 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 performan e 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

LOT 17 IN BLOCK 7, UNIT 2, HANGVER GARDENS, FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ased.

Server Recompand

Figure Tran 1942 (Such property having been purchased in whole or in part with the sums secured hereby.) TAX KEY NO: 06-25-414-017-0000

which has the address of7.3.4.1. GLADIOLA AVENUE

..... ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

\$18.00 MAIL

My Commission Expires 7/17/89 Motery Public, State of Illinois DAVID W. BELCONIS

3375 East Schaumburg Road, #220 RETURN TO: Shelter Mortgage Corporation

| OFFICIAL SEAL" | • \$ | ************************************** | |
|---|---|---|--|
| | ЕВА АИИ ВЕОМ | drafted by: TAMM | This instrument |
| ot Iduq | Notary | 17189 17189 | / ke noissimmoo γΜ |
| re me this day in person est instruments as les therein set forth. | d and delivered the sa | e foregoing inst that they signe voluntary act, f | subscribed to th and acknowledged their free and |
| said county and state, | tary Public in and for | y that John I. H | I, Out of HIS W |
| | County ss: | * | STATE OF ILLINO |
| (IESZ) | JOHN T. HIESTAND | Parents i | |
| mants contained in this Security | and agrees to the terms and cover | 76 | BY SIGNING |
| | | od mubriebb A (Vilosqa | |
| | Planned Unit Development Rider | | |
| orporated into and shall amend and er(s) were a part of this Security 2-4 Family Rider | ments of each such rider shall be inco is Security Instrument as if the rid Condominium Rider | pplicable box(es)] | this Securi y Lystrum supplement the sove fustrument. [Cneck a \frac{\frac}{\frac{\frac{\frac{\frac}{\frac{\frac}{\frac{\frac{\frac}{\frac{\frac}{\frac{\frac{\frac{\frac}{\fracc}{\frac{\frac{\frac{\frac{\frac{\frace{\frac{\frac{\frace{\frac{\fracc{\fracc{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac{\fracc}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fracc{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac}{\frac{\frac}{\frac{\frac{\frac{\frac}{\frac{\frac{\frac}{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac}{\frac{\frac{\fracc{\frac}{\frac{\frac}{\frac{\frac}{\frac}}}}}}{\frac{\frac{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac}{\frac}}}}{\frac{\frac{\frac{\frac}{\frac{\frac}{\frac{\frac}{\frac}}}{\frac{\frac}{\frac{\frac}{\frac}}}{\frac{\frac}{\frac}{\frac}{\frac |

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

21, Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

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

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including 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 Depois to the property and at any time Depois the Depois to the Depois this Security Instrument without further domand and may foreclose this Security Instrument by judicial proceeding A defore 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 an inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the name secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; 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

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

UNIFORM COVENANTS. BOTTOWER 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 ... 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 Linder. 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 I'a, ments. 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 poyment. 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 ier which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien 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 the 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 "extender c verage" 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 a policies converted to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall rive 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 courity 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-dry 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.

occurred. However, this right to reinstate that not apply in the case of acceleration under paragraphs 13 or 17.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required morigage insurance as a condition of making the loan secured by this Security Instrument,

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by

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

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

Unless 'en der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums (23) red by this Security Instrument, whether or not then due.

postpone the decease of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payments modification of any disable to any successor in modification of any disable to any successor in

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify unortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower: hall not operate to release the liability of the original Borrower or Borrower's successors in interest.

shall not be a waiver of or precluce the exercise of any right or remedy. by the original Borrower or Borro wer's successors in interest. Any forbeatance by Lender in exercising any right or remedy

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without It. Successors and Assigns % and; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and so the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a recember shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the series of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and the series in the Property under the series of this Security Instrument but does not security instrument; and the series of the series of this Security Instrument of this Security Instrument and support may agree to extend, mortify, forbest or make any accommodations with the terms of this Security Instrument of the Wole without mortify, forbest or make any accommodations with the terms of this Security Instrument of the Wole without

permitted limits will be refunded to Borrower. Lender may choos, 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 Not. necessary to reduce the charge to the permitted limit; and (b) at y sums already collected from Borrower which exceeded 12. Loan Charges. If the loan secured by this Sourity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the in crest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (3) any such loan charge shall be reduced by the amount connection with the connection with the same exceed the permitted limits, then (3) any such loan charge shall be reduced by the amount

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

Property Address or any other address Borrower designates by notice to Lender. Any rolice to Borrower. Any notice first class mail to Lender's address stated herein or any other address Lender designates b, notice to Borrower. Any notice 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the 14. Notices. paragraph 17.

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 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 stands of the provision of this Security Instrument and the Note and Action 15. in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Let 'do'r when given as provided

Note are declared to be severable.

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 Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 grant or a natural of all or transferred and Borrower is not a natural interest in it is sold or transferred for it is not a natural or and it is not a natural or an interest in it is sold or transferred (or if a beneficial interest in it is sold or transferred (or if a beneficial interest in it is sold or transferred (or if a beneficial interest in it is sold or transferred (or if a beneficial interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest interest in Borrower is sold or transferred (or if a beneficial interest i

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

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 appreciate that many species of the statements occurred that between the many species of the statement of the secondary in the secondary in the secondary of a judgment enforcing this Security Instrument, Those conditions are that Borrower:

(a) pays Lender alls amy 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 recasing the internal pays of the statement of this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may recasing 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, Lender's rights in the Property and Borrower's 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, instrument applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18, Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

(1 Year Treasury Index-Rate Caps)

| TI | HIS ADJUSTA | BLE RATE | RIDER is ma | ide this .] | 47H., | day of AUGUST | 19 .8.7, and is |
|---------|-----------------|---|--------------|-------------|---------|--------------------------------|---|
| | | | | | | the Mortgage, Deed of Trust | |
| "Secur | ity Instrument" |) of the same | date given b | y the unde | rsigne | d (the "Borrower") to secure | : Borrower's Adjustable |
| Rate N | lote (the "Note | e") τοSH.EJ | TER MOR | rg ag e! | CORP | ORATION | |
| | | | | the "Lend | er") of | the same date and covering the | he property described in |
| the Sec | curity Instrume | nt and locate | d at: | | | | |
| 7341 | GLADIOLA | AV ENUE, | HANOVER | PARK, | IL | 60103 | |
| | | • | •••••••• | Property | Address | 1 | *************************************** |

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 BOR-ROWER 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 DATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ...7.2.50.%. 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

every 12th month thereafter. Fach date on which my interest rate could change is called a "Change Date."

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 Treasy y securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent 'ndex 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 necice of this choice.

(C) Calculation of Changes

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 arcathly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in Tullon 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

76. 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 sale of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 2.750 %.

(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 arroant 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.

or demand on Borrower. If Lender exercises the option to require immediate payment in full, 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 fails to pay these sums prior to the which Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice. Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

Lender and that obligates the transferce 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

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

Rider.

(IsaZ)

SHELTER MORTGAGE VAETER RECORDING RETURN TO:

Obertino Collins Colli 1375 East Schaumburg Road, #220 Schaumburg, ILL 60194

UNOFFICIAL COPLY No: 0151017549

ADDENDUM TO ADJUSTABLE RATE RIDER (Fixed Rate Conversion Option)

| THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made day of AUGUST , 19 8,7 and is incorporate | |
|---|-----------------------------|
| shall be deemed to amend and supplement the Adjust | able Rate Rider |
| (the "Rider") to the Mortgage, Deed of Trust or Se (the "Security Instrument"), each dated the same d | curity Deed late as this |
| Addendum and given by the undersigned (the "Borrow | er") to secure |
| Borrower's Adjustable Rate Note, with Addendum to to SHELTER MORTGAGE CORPORATION | Adjustable Rate, |
| | (the "Lender") |
| and located at | |
| 7341 GLADIOLA AVENUE, HANOVER PARK, IL 60103 | |
| (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. FIXED INTEREST RATE OPTION

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

1. Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default, 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 time 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 rust first meet certain conditions. Those conditions are that () I must give the Note Holder notice that I am doing so doring 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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Calculation of Fixed Rate

My new fixed rate will be equal to the rate of PHLMC'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.

Determination of New Payment Amount

Af I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity gate 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.

В. 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 Norrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at it; 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 Borrover 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 Addengum to Adjustable Rate Rider.

HIESTAND

(SEAL) Borrower

CLAUDIA F. HIESTAND Borrower

6/03/87

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