UNOFFICIAL COPY 3

87528433

(Space Above This Line For Recording Data)

Q) 349975

LOAN NO. 011788003

MORTGAGE

THIS MOP (CAGE ("Security Instrument") is given on SEPTEMBER 17, 1987 . The mortgagor is GARRETT L DOYLE AND MARY C DOYLE, HIS WIFE ("Borrower").
This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower awes Lender the pricipal sum of TWO HUNDRED THIRTY IN O THOUSAND AND NO /100-(U.S. 232,000.00 This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced OCTOBER 1, 2017 by the Note, with interest, and all ren wils, extensions and modifications; (b) the payment of all other sums, with interest. advanced under paragraph 7 to protectific security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

LOT 9 IN CARRIAGE WAY, BEING / FULDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 19, TO NSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 18-19-302-002-0000

87528433

BEPT 1 RECORDING

\$18.49

THOUGH TRON 2442 07/28/87 18:88:00

which has the address of ("Property Address");

6760 COUNTY LINE LN BURR RIDGE IL 60521

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.

AEIS 18,00 MAI 23014 12/83

CHICAGO, IL 60635 VA HTRON W OOTS ST PAUL PEDERAL BANK FOR SAVINGS MARY LOU DEE

This instrument prepared by: WAIL TO MA COMMISSION EXIS. JULY 22,1991 NOTARY PUBLIC STATE OF LLLMOSS SENDETE SEOR YEAR! OLLICTYT SEYT 1991, Ed Bulg My commission expires: Given under my hand and official seal, this day of Z3 61 signed and delivered the said instrument as their side and voluntary and, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in ferson, and acknowledged that – ., personally known to me to or the same person(s) whose name(s) ... do hereby certify that ... CARRETT L DOYLE and MARY C DOYLE a Notary Public in and for said county and state, State of Illinois, County ss: Borrow Instrument and in any rider(c) esecuted by Borrower and recorded with it. BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this Security MOther(s) [specify] ICAN RIDER **ADDENDUM** □2-4 Family Rider Graduated Pav oant Rider Planned Unit Development Rider nabig aten aldaten bA Condominium Rider

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)] Instrument without charge to Borrower Borrower shall pay any recordation costs.

32. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and spire Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and spires Security.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable actorneys's fees, and then to the sums secured by this Security Instrument.

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

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the

date specified in the notice, Lender at its option may require immediate payment in full of all aums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

30. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to navment of the the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to navment of the of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or belore the Borrower of the right to reinstate after a celevation and the right to assert in the foreclosure proceeding the non-existence date, not less than 36 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UNIFORM COVENANTS, Bottower and Lender further covenant and agree as follows:

UNOFFICIAL COPY

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

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

and shall be paid to Lender.

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

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

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

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

10. Borrower No. Released; Forbearance By Lender Not a Walver. 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 perate 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 anicitization 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 preschide the exercise of any right or remedy.

11. Successors and Assigns Bound, Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the streements and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the selms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the intrest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the 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 section principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

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

15. Governing Law: Severability. This Security Instrument shall be governed by federal is wind 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 Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Borwer's rid Lender written agreemen or a spicable law. insurance terminates in accordance with

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

requesting payment.

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

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

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

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

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

this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially in the second of the seco resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal and not extend or postpone the due 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 proceeds it under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the preceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Modern period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1,23 the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. If 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

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair.

Lender shall have the right to hold the policies and renewals. If Lender recuires, Borrower shall prompily give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage chause.

unreasonably withheld.

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the impreventures now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the semonts and for the periods that Lender requires. The insurance can be a semont of the periods that Lender requires insurance are insurance shall be chosen by Berriam reabject to Lender's approval which shall not be interesting the insurance shall be chosen by Berriam results to Lender's approval which shall not be interesting the insurance shall be chosen by Berriam results.

part of the Property is subject to a lien which may attain provity over this Security Instrument, Lender may give Borrower and notice identifying the lien. Borrower shall satisfy the lien or note of the actions set forth above within 10 lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any Receipts evicential are payments.

Bortower shall promptly discharge any ien which has priority over this Security Instrument unless Bortower: (a) agrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender; (b) contests in good faith the lien by, or defends against enfortering of the lien in, legal proceedings which in the Lender's opinion good faith the lien by, or defends against enforterient of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or fort, it use of any part of the Property; or (c) secures from the holder of the operate to prevent the enforcement of the lien or fort, it is not of the property; or (c) secures from the holder of the operate to prevent the enforcement of the lien or fort, it is not of the lien or fort.)

receipts evidencing the payments. to be paid under this paragraph. If Bowoner makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. principal due.

application as a credit against the sums secured by this Security Instrument.

3. Application of anyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and Sahill be applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Funds held by Langer, if under paragraph 19 the Property is sold or acquired by Lander, Lender shall apply, no later than amount necessary to make up the deficiency in one or more payments as required by Lender.
Upon payabili in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Section by the smooth of the Ennes shall 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 excees shall be, at Borrower's of the escrow items, shall exceed the amount required to pay the escrow items when due, the excees shall be, at borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

secured by this Security Instrument. shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or 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 "esectow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future esertow items. twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold

UNIFORM COVENANTS. Borrower and Lender covepant, and agreement 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-tender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-tender 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: (h) yearly learning the characterity of: (a) yearly taxes and assessments which may attain priority over this Security Instrument: (h) yearly learning the characterity of the characterity taxes and assessments which may attain priority over this Security Instrument: (h) yearly learning the characterity and the characterity is successed to the characterity in the characterity is a sum ("Funds") and the characterity is a sum ("

LOAN NO.

011788003

DATE

SEPTEMBER 17, 1987

This Rider is incorporated into and shall be deemed 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 ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender" or "Note Holder") of the same date herewith (the "Note") and covering the Property described in the Security Instrument and located at:

6760 COUNTY LINE LN, BURR RIDGE IL 60521

(Property Address)

NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE FIRST FIVE YEARS OF THE NOTE. THE REMAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE, THE PRINCIPAL AMOUNT THE BORROWER MUST REPAY MAY BE LARGER THAN THE AMOUNT ORIGINALLY BORROWED.

Modifications. In audition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of 7.125 % . Beginning on the date of the Note, the Borrower will pay Interest at the Initial Interest Fathuntil the first Change Date. The Note interest rate may be changed on the 1st day of the month beginning on OCTOBER 1, 1988 and on that day of the month every 12 months thereafter. Each date on which the rate of interest may change is called a Change Date.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Month! National Median Annualized Cost of Funds for FSLIC-insured savings and loan associations.

To set the new interest rate, before each interest Charles Date, the Note Holder will first add TWO AND ONE QUARTER PERCENT (2.25%) to the Current Index. The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest until the next interest Change Date provided that on any Change Date the rate of interest will not be increased or decreased by more than percentage points (28). At no time during the term of the blobs shall the percentage points . At no time during the term of the Note shall the interest rate be less than 2.250 per annum nor more than 13.500 per annum.

\$1,563.03 The first twelve monthly payments due under the Note will each be in the amount of and the 13th through the 60th monthly payments will each be in the amount of \$1,881.44 Beginning with the 61st payment, the amount of the monthly payments will be determined in accordance with the terms of the Note and will always be sufficient to repay the unpaid principal balance in full, in substantially equal payments by the final payment date.

Each of the 13th through 60th monthly payments of the first sixty monthly payments as if orth above could be less than the amount of the interest portion of a monthly payment which then would be sufficient to repay the unpaid principal balance in full on the final payment date at the current rate of interest in substantially equal payments. If so, each month that the amount of the monthly payment is less than the intelest portion, the Note Holder will subtract the amount of the monthly payment from the amount of the interest portion and will add the difference to the unpaid principal balance. The Note Holder will also add interest on the amount of this difference to the unpaid principal balance each month. The rate of interest added to principal will be the rate of interest as changed from time to time by provisions of the Note described above.

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

(Seal)

Borrower

TYPE

CANRESTT

UNOFFICIAL COPY,

LOAN RIDER

LOAN NO.

011788003

DATE

SEPTEMBER 17, 1987

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the 'Borrower') to St. Paul Federal Bank for Savings (the 'Lender') to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

6760 COUNTY LINE LN, BURR RIDGE IL 60521

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notitithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release dead.
- 2.) Borrower and Lender agree that if the rederal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

GARRETT L DOYLE

Borrower

MARY C DOYLE

Borrower

LOAN NO.

011788003

STEAC

SEPTEMBER 17, 1987

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan 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 Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

6760 COUNTY LINE LN BURR RIDGE IL 60521

(Property Address)

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

A. FIXED INVESEST 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 Bate

I have a Conversion Oction which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. "ne" 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 can only take place on the third, fourth or fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." I can convert my interest rate only on one of these three Conversion Dates.

If I want to exercise the Conversion Orcion, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal o one percent (1.0%) of the unpaid principal I am expected to owe on that Conversion Date plus U.S. \$250.00 ; (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder have received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (c) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30-year, fixed rate mortgages covered by 30-day mandatory delitery commitments in effect as of the date 15 days before the Conversion Date, plus five-eighths of one percent (.625 b). If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure

3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraisal converse by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be at a mount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid princips? *c an amount equal to 95% of the stated value of the property.

4. Determination of New Payment Amount

If 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 by the final payment 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 final payment date.

UNOFFICIAL COPY

The provisions of Uniform Covenant 17 of the Security Instrument provides 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 Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that, prior to the sale or transfer, (a) Borrower is not in default of the terms and conditions of the Security Instrument and the Note, (b) the credit of the person to whom the Property is to be sold or transferred is satisfactory to Lender, (c) Lender is paid Lender's then applicable assumption fee, (d) the person to whom the property is to be sold or transferred executes an assumption agreement acceptable to Lender wherein such person agrees to resulting all of the Borrower's obligations under the Security Instrument and the Note.

BY SIGNING BEACH, porrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Loan Riger.

GARRETT L DOYLE

(Seal)

(Seal)

MARY C DOYLE

17528433