# # 390 60UNOFFICIALSCOPY &

THIS INSTRUMENT WAS PREPARED BY: KENNETH KORANDA 55TH STREET AND HOLMES CLARENDON HILLS, IL 60514

## 57631886

|  | [Space Above This Line F  | or Recording Data]   |  |
|--|---|--|--|
|  | MORTG   | AGE  | <b>A</b> 40 ma   |
| THIS MORTGAGE ("Secur 187"   | ity Instrument") is given of W. GUERS AND B. ("Borrower"). S. UF AMERICA TEARTHOON HIE IN OF INSTRUMENT OF THE AMERICA STRUMENT ("Note"), which CEMBER. 1, 2017 of the debt evidenced by the raums, with interest, a strument of Borrower's covered by the covered of Borrower's covered on the covered on the covered of Borrower's covered on the covered of Borrower's covered on the covered on | NOVEMBER 13, ERNADETTE M. GOE This Security Instrument is giv white South of the So | en to  |
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| P.I.N. 22-25-100-005-0   | 000 TP  |  | צ.   |
| 1  |   | 4  |  |
| FH.E.  | BUNTY   |  |  |
|  |   |  | 87631850<br>Office   |
| 7 CARRIA   | AGE LANE  | ŁEMONT   |  |
| which has the address of   | [Street]<br>("Property Addre  | :ss'');  | {City]   |
| TOGETHER WITH all the imp appurtenances, rents, royalties, miner hereafter a part of the property. All rep foregoing is referred to in this Security | al, oil and gas rights and<br>lacements and additions sl<br>Instrument as the "Proper   | profits, water rights and stonal laborated by this Section."   | ck and all fixtures now or<br>arity Instrument. All of the |

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

limited variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

encumbrances of record.

## **UNOFFICIAL COPY**

BOX 333-HA

CLARENDON HILLS, IL 60514 STH STREET AND HOLMES AND LOAN ASSOCIATION

|      | нем весоврер ветиви то:   |  |  |  |
|------|---|--|--|--|
|      | Space Below This Line Reserved For Lender and Recorder?   |  |  |  |
|      | "OFFICIAL SEAL" Parti Market Notary Public, State of Illinois My Commission Expire  |  |  |  |
|      | John Mahar  |  |  |  |
|      | My Commission expires:  |  |  |  |
|      | Given under my hand and official seal, this day of day of   |  |  |  |
|      | signed and delivered the said instrument as the said instrument as therein  |  |  |  |
|      | subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that A. he  |  |  |  |
|      | personally known to me to be the same person(s) whose name(s).  |  |  |  |
| 3    | do hereby certify that GOERS AND BERNATTE M. COERS, HUSBAND AND WIF   |  |  |  |
|      | I, Abelic in and for said county and state,   |  |  |  |
|      | STATE DE LILINOIS. DU PCG COUNTY SS:  |  |  |  |
|      | (Seal)  WETHADETTE M. GOERS —BOITOWER   |  |  |  |
| 3.74 | RONALD W. COFRS —BOLLOWER -BOLLOWER   |  |  |  |
|      | BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.   |  |  |  |
|      | XX Other(s) [specify] FIXED RATE CONVERSION OPTION  |  |  |  |
| ري   | Graduated Paument Rider   |  |  |  |
|      | Instrument. [Check pp.]icable box(es)]  XX Adjustable Tate, Rider   Condominium Rider   |  |  |  |
|      | 23. River to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security   |  |  |  |
|      | Instrument without charge to Borrower. Borrower shall pay any recordation coats.  22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  |  |  |  |
|      | receiver's bonds and reasonable attorneys' 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   |  |  |  |
|      | costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on  |  |  |  |
|      | but not limited to, reasonable attorneys' fees and costs of ritle evidence.  20. 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 rents of the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the |  |  |  |
|      | before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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 shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to consend the proceeding.                   |  |  |  |
|      | inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or   |  |  |  |
|      | 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  |  |  |  |
|      | 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;   |  |  |  |
|      | 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17   |  |  |  |

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

UNIFORM COVENANTS By rower and Lend reversation agricus of lower 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 necessar, to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit ar iin it the sums secured by this Security Instrument.

3. Application of P. vinents. 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 vader 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 oved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any I en which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation of an ed by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priorit, over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or rate one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve neats now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounty and for the periods that Lender requires. The insurance carrier providing the insurance shall be che en by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender an I shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower stall 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 capplied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lende 's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

requesting payment.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by perceive the many specified of any other coverants of the Notice of the Notice conditions are that Botrower:

(a) pays Lender all sums which then would be due under this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument and the Note had no acceleration occurred; (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 objustion, to assure that the lien of this Security Instrument, including, but not limited to, reasonable attorneys' respiration to assure that the lien of this Security Instrument, hence the sums secured by this Security Instrument, and the Property and Borrower's objustion to assure that the lien of this Security Instrument, and the Property and Borrower's objustion to assure that the lien of this Security Instrument, and the Property and Borrower's objustion to assure that the lien of this Security Instrument, and the Property and Borrower's objustion to assure that the lien of this Security Instrument, and the Property and Borrower's objustical and the Property and Borrower's application as Lender and Borrower's a 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 remedies permitted by this Security Instrument without further notice or demand on Borrower.

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a perton of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured &

federal law as of the date of this Security Instrument. person) without Lender a prior written consent, bender may at its opion, exercised by this Security Instrument. However, this option shall not be exercised by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all stars

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property of 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 and Borrower is not a nawigal

Note are declared to be severable.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List ument or the Note jurisdiction in which the Property is located. In the event that any provision or clause of this Sec. Aly Instrument or the

15. Governing Law; Severability. This Security Instrument shall be governed by 1:0 ral law and the law of the

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

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by first class mail unless applicable law requires use of another married. The notice shall be directed to the

Paragraph 17.

rendering any provision of the Note or this Security Instrument unenforted 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. It Lender exercises this option, Lender shall take to e steps specified in the second paragraph of If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights,

connection with the loan exceed the permitted limits, from: (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. It a climate this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. It a climat reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.

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

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property ande; the terms of this Security Instrument; (b) is not personally obligated to pay

this Security Instrument shall bin, and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants a significant beliant and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey 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 of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property of the Security Instrument only to mortgage, grant and convey the Borrower's in the Property of the Security Instrument only to mortgage, grant and convey that Instrument only the Borrower's interest of the Security Instrument on the Security Instrument 11. Successors and Arsiver Bound; Joint and Several Liability; Co-signers. The covenants and agreements of

shall not be a waiver of or precide the exercise of any right or remedy. by the original Borrower or Berrower's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise, nod iy amortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be a quined to commence proceedings against any successor in interest or refuse to extend time for interest of Borrowe, shall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

10. Borrov er Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the a.y. date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

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

paid to Borrower.

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 agone the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security assigned and shall be paid to Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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 in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

(Fixed Rate Conversion Option)

Adjustable Rate Rider or Graduated Payment 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 or Graduated Payment Note, with Addendum To Adjustable Rate/Graduated Payment Note to MID AMERICA FEDERAL SAVINGS Rate/Graduated Payment Note to ATION

and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

7 CARRIAGE LANE, LEMONT, IL 60439

[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrover 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 or this Section A1 or Section A3 below will not permit me to do so. The "Convers'on 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 or 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 Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing to at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note (r the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the unpaid principal I am expected to owe on that Conversion Date plus U.S. \$.......250.00 by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report a d have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) 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 30year, fixed rate mortgages covered by 30-day mandatory delivery commitm ints in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%). If this required not 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 appraiser chosen 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 an amount g eater 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 principal to 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 on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

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

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

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Adjustable Rate/Oraduated Payment Rider. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To any remedies permitted by this Security Instrument without further notice or demand on Borrower. by this Security Instrument. If Bortower fails to pay these sums prior to the expiration of this period, Lender may invoke

of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

(Iss2) .

Property of Cook County Clark's Office

1 Year Treasury Index-Rate Caps)

incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ......MID. AMERICA ... E.DERAL ... SAVINGS... AND. LOAN... ASSOCIATION....... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7 CARRIAGE LANE, LEMONT, IL 60439 [Property Address]

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

The Note provides for an initial interest rate of ....9.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

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

#### (B) The Index

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

If the Index is no longer available, the No.e-Holder will choose a new index which is based upon comparable information. The Note Holder will give me not ce of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will ca culate my new interest rate by adding ......TWO AND ONE-HALF percentage points (...2.50...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in it is not 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

#### (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 non hly payment changes again.

#### (F) Notice of Changes

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

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

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

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

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

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

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

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 tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-

Rider.

or demand on Borrower.