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-- (Space Above This Line for Recording Data) --1-97409 MORTGAGE THIS ACULTGAGE ("Security Instrument") is given on November 25, 1987

The more agor is ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of U. ITALL STATES OF AUSTRICA and whose address is 3515. What Itying Path (Gad.—Ghigaga, III. 60618 FORTY ETCHT THOUSAND & ("Lender"). Borrower owes Lender the principal sum of Object (U.S. \$. 148,000,00). 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 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 performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does bereby mortgage, grant and convey to Lender the following described property located in ______County, Illinois: **MLOT 25 TH JOHN P. ALTGELD'S SUBHIVICION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHY, 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO EVANSTON RAILBOAD. IN COOK COULTY, ILLINOIS.** PERMANENT TAX NUMBER: 14-20-327-027 F-(1) SE COTO SEC PALEGRED BY 10 - 44d #4949 | 186N 1154 | 12701787 | 19 17 10 00 | #5404 | 12 | 22 - 4877 | 45 35 45 155 1 #4444 COOK CO. AND RECOMPR \$17.00 which has the address of 3256 N. Racine Ave. Chicago [Street]

TOCLIHER 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.

	The institution of the part of
	Notary Public
	The Champanes (SEAL)
	My Commission Expires: 19 Oct 88
	Witness my hand and official seal this 19 87
	(με' εμσ' τμσλ)
	(his, her, their) THEY THEY (his, her, their)
	John Duncan Healy and Caroline M. Healy, his wife before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be have executed same, and acknowledged said instrument to be
	(
	:ss
	STATE OF ILLINOIS
ва2) яа≳)	Space Below Trit and Schowledgment
	Caroline N. Healy ——Sorrower
٠	Caseline A Half- (Scal)
	John Duncan Healy —Borrower
	Instrument and in any rider(s) executed by Borrower and recorded with it.
	BY SIGNING BELOW, Portower accepts and agrees to the terms and covenants contained in this Security
	☐ Other(s) [specify] 1-4 Family Rider
	Graduated Pa ment Rider Planned Unit Development Rider
	Instrument. [Check applicable box(es)] [3] Adjustabis Ace Rider
	23, Pilers 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 without charge to Borrower. Borrower shall pay any recordation costs. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
	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 receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
	appointed receiver) shall be entitled to enter upon, take possession of and manage 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
CC.	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
	Lender shail 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.
3	this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding.
87636483	existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by
\boldsymbol{x}	secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice snall furfact inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
	default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
	uniess applicable law provides otherwise). The notice shall specify: (a) the delant; (b) the action required to cure the
	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
	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 earlied "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 Yin ds 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 against the sums secured by this Security Instrument.

3. Application of Pay cents. 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 ander paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Enrower 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 owe a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower neakes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any line which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation; equired 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 in this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improve arms 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 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, for rower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by 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 recurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the incurance 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-dex period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal ship to 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 be rinterest 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 reinstare shall not apply in the case of acceleration under paragraphs 13 or 17.

insurance terminales in accordance with Borrower's and Lender's written agreement or applicable law. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

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 sny condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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 this Security Instrument shall be reduced by 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.

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

to the sums iterated by this Security Instrument, whether or not then due 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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

Unless Let der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Lender shall not be require; to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower of Borrower interest of Borrower. hall not operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borro er Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of an order successor in interest of Borrower, hall not operate to release the liability of the original Borrower's successor in interest.

Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 1: a terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenant, and a greements shall be joint and several. Any Borrower who co-signs this Security II. Successors and Assigns Sound; Joint and Several Liability; Co-signera. The covenants and agreements of this Security Instrument shall bind and the successors and assigns of Lender and Borrower, subject to the provisions

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,

necessary to reduce the charge to the permitted limit; and (b) iny sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, then: (1) any such loan charge shall be reduced by the amount 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 it terest or other loan charges collected or to be collected in 12. Loan Charges.

permitted limits will be refunded to Borrower. Lender may choo e to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a result is a result of the reducing the reducing the principal owed partial prepayment without any prepayment charge under the Note.

Paragraph 17 permitted by paragraph 19. If Lender exercises this option, Lender shall take the stepetified in the second paragraph of 13. Legislation Affecting Lender's Rights. If enactment of Apprehension of applicable laws has the effect of rendering any provision of the More or this Security Instrument unenforces, 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

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

Note are declared to be severable. Note conflicts with applicable law, such conflict shall not affect other provisions of this Security first tument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security first ument and the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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

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

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

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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrowers (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 Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may security including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may security including. 18, Borrower's Right to Reinstate, If Borrower meets certain conditions, Borrower shall have the right to have onforcement 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, Those conditions are that Borrower.

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	THIS E	4 FAMIL	Y RIDER	is made this	25 4 hay of	Доу embc	ξ	19	.87
							Mortgage, Deed o		
(the	Securit 1RV	y Instrume /ING FEI	ent') of the DERAL S	he same date AVINGS AN	given by the D. LOAN, ASS	undersigned (the DCIATION.	"Borrower") to su	cure Borrower's b	Note to ender'')
of t	he same	date and s	covering t	he property	described in th	e Security Instru	ment and located	at:	
19	3258 11.	Racine	Ave. C	Mileana fi		Accress			• • •

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDP ATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS ENSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insutance is required by Uniform Covenant 5.
 - D. "BORROWER'S REGIT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LF AS2S. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminal, the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Bor over unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the berefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums seen ed by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) cae's tenant of the Property shall pay all rents due and unpaid to Lender's agent on Lender's written demand to the Janant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or mair ail the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION, Borrower's default or breach under any 10tz or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, F	Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family I	
	John Duncan Healy Caroline A Harly	(Scal) onower
	Caroline 11. Healy	(Scal) orrower
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(Seal

87636483(Seal)

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this day of Rovember
$49 \ldots 32$, and is 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 under-
signed (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
IRVING FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same
date and covering the property described in the Security Instrument and located at:
3258 N. Rac'he Ave. Chicaeo II 60657
(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 BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND NONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of <u>December 1</u>, 19 <u>88</u>, and on that day every 12th month there ifter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

7163

Beginning with the first Change Date, my ir terust rate will be based on an Index. The "Index" is the Quarterly Period National Average Cost of Funds to FSLIC - Insured Institutions as made available by the Federal Home Loan Bank of Chicago, Illinois. The most recent 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 incline of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THRIE percentage points (3.00%) to the Charge 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 by 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 full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be $\frac{10.250}{90.00}$ % or less than $\frac{0.250}{90.00}$ %. 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 rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than $\frac{10.259}{90.000}$ %.

(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 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.

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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 (of 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 tederal 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 of 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.

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 relivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Dorrower falls 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.

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

John Dur car Healy (Seal Borrowe

Caroline N. Healy (Seal)
Caroline N. Healy Borrower

Clart's Office