

② 32425 UNOFFICIAL COPY

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DEPT-61 RECORDING \$16.25
T#4444 TRAN 1261 12/04/87 09:43:00
#6779 # D -87-643633
COOK COUNTY RECORDER

Loan # 0010001984

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30
1987. The mortgagor is TOM BISBIRIS AND HELEN BISBIRIS, HIS WIFE
("Borrower"). This Security Instrument is given to
FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing
under the laws of ILLINOIS, and whose address is
2900 E. GOLDEN JUNCTION LILLE, IL 60532 ("Lender").
Borrower owes Lender the principal sum of SEVENTY EIGHT THOUSAND & 00/100
Dollars (U.S.\$ 78,000.00). 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 DECEMBER 1st, 2017. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
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 hereby mortgage, grant and convey to Lender the following described property
located in COOK County, Illinois:
THE SOUTH 1/2 OF LOT 11 AND ALL OF LOT 12 IN BLOCK 35 IN HULBERT MILWAUKEE
AVENUE SUBDIVISION IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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TAX I.D. NO. # 09 25 307 052 - EHO
which has the address of 7537 NORTH OTTAWA CHICAGO
[Street] (City)
Illinois 60648 ("Property Address");
[Zip Code]

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 seized 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.

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LISLE, ILLINOIS 60532
2900 CEDAR AVENUE
FIRST NATION MORTGAGE COMPANY, INC.

RECORD AND RETURN TO:

JAN DUTER

PREMPTED BY:



MY COMMISSION EXPIRES:

MAIL TO

NONARY MORTGAGE

John C. McElroy

30+4 DAY OF

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

AND PURPOSES THEREIN SET FORTH.

THE STATED INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES
THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED

WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AFTERWARD SERVING ME
THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED

COUNTRY AND STATE, TO HENRY CERTIFY THAT *To A B15B1K15 & Helen*

COUNTY, ILLINOIS, A NONARY MORTGAGE IN AND FOR SAID

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

INSTRUMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY
THIS SECURITY INSTRUMENT, IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH
23. RIDERS TO THIS SECURITY INSTRUMENT, IF ONE OR MORE RIDERS ARE EXECUTED BY BORROWER AND RECORDED TOGETHER WITH
22. WAIVER OF HOMEOWNER. BORROWER WAIVES ALL RIGHT OF Homestead EXEMPTION IN THE PROPERTY.

INSTRUMENT WITHOUT CHARGE TO BORROWER. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT,
21. RELEASEE. UPON PAYMENT OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY
RECEIVER'S BONDS AND REASONABLE ATTORNEY FEES, AND THEN TO THE SUMS SECURED BY THIS SECURITY INSTRUMENT.
COSTS OF MANAGEMENT OF THE PROPERTY AND COLLECTIVE RENTS, INCLUDING, BUT NOT LIMITED TO, RECEIVER'S FEES, PREMIUMS ON
THE PROPERTY INCLUDING THOSE PAID TO UNDERWRITER, TAKE POSSESSION OF AND MANAGE THE PROPERTY AND TO COLLECT THE RENTS OF
APPLIED RECEIVER, SHALL BE CONTINUED TO UNDERWRITER, UNLESS COLLECTED BY LENDER OR THE RECEIVER SHALL BE APPLIED FIRST TO PAYMENT OF THE PROPERTY.

20. LENDER IN POSSESSION. UPON ACCOMPLISHMENT OF THE PROPERTY AND AT ANY TIME
PRIOR TO THE EXPIRATION OF ANY PERIOD OF ACCOMPLISHMENT FOLLOWING JUDICIAL SALE, LENDER (IN PERSON, BY AGENT OR BY JUDICIALE
BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES AND COSTS OF TITLE ELDER).

LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING,
THIS SECURITY INSTRUMENT WITHOUT FURTHER DEMAND AND MAY FORCLOSE THIS SECURITY INSTRUMENT IF FULL OF ALL SUMS SECURED BY
BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS OPTION MAY REQUIRE IMMEDIATE PAYMENT OF THE SECURITY INSTRUMENT.
EXTERIOR OF A DEFECTIVE OR ANY OTHER DEFECT OF BORROWER TO ACCERTAIN AND FORFEITURE. IF THE DEFECT IS NOT CURLED OR
SECURED BY THIS SECURITY INSTRUMENT, FORFEITURE SHALL BE IMPOSED. IF THE DEFECT IS NOT CURLED OR
DEFECTIVE TO CURE THE DEFECT OR BEFORE THE NOTICE SPECIFIED IN THE NOTICE WHICH THE DEFECT MUST BE CURLED;
AND (d) THAT FAILURE TO CURE THE DEFECT TO RELATE AFTER ACCCELERATION AND THE DATE SPECIFIED IN THE NOTICE WHICH THE DEFECT MUST BE CURLED;
DEFECT; (c) A DATE, NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN TO BORROWER, BY WHICH THE DEFECT MUST BE CURLED;
UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DEFECT; (b) THE ACTION REQUIRED TO CURE THE
BREACH OF ANY COVENANT OR AGREEMENT IN THIS SECURITY INSTRUMENT (BUT NOT PRIOR TO ACCCELERATION UNDER PARAGRAPHS 13 AND 17
UNLESS APPLICABLE LAW PROVIDES OTHERWISE). THE NOTICE SHALL SPECIFY: (a) THE DEFECT; (b) THE ACTION REQUIRED TO CURE THE
NON-UNIFORM COVENANTS. BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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UNIFORM COVENANTS. Borrower and Lender covenants:

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1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary 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 Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the 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 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 improvements 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, Borrower 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 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.

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If Lender's right to receive payment of principal or interest is suspended or delayed by reason of any event or condition, Borrower shall pay the premium required to maintain the insurance coverage until such time as the premium is paid.

8. Insurance. Lender may make reasonable deductions from Borrower's principal or interest upon any notice of cancellation or termination of insurance coverage.

9. Compendium. The proceeds of any award or claim for damages, direct or consequential, resulting from any cancellation or other taking of the property, or any condemnation or other taking of any part of the property, or any proceeding to collect damages, or to repair or restore the property, or to make an award or settle a claim for damages, or to respond to Lender's notice to Borrower that the notice is given, or if, after notice to Borrower that the notice is given, Lender is authorized to collect and apply the proceeds, Borrower shall pay the amount of such payments, postpone the date of the monthly payments referred to in paragraphs 1 and 2 of Note 2, and Borrower shall pay the amount of such payments, and that law is mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to a law which sets maximum loan charges, and that law is subject to this Security Instrument is subject to Note 17.

10. Borrower's Note Released; Postponement of Note. Lender may Borrower's Note and Borrower, subject to the provisions of paragraphs 17, Borrower's successive notes shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be liable for the amount of such payments, and that law is mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to a law which sets maximum loan charges, and that law is subject to Note 17.

11. Successors and Assigns; Joint and Several Liability; Co-Signer. The covenants and agreements of Lender and Borrower shall not be a waiver of or preclude the exercise of any right or remedy.

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 subject to Note 17, Borrower's successive notes shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note shall be liable for the amount of such payments, and that law is mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to a law which sets maximum loan charges, and that law is subject to Note 17.

13. Legislation Affecting Lender's Rights. If a class action or any provision of applicable law requiring Lender to take steps specified in Note 17, Borrower shall pay the amount of such payments, and that law is mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan is subject to a law which sets maximum loan charges, and that law is subject to Note 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by registered mail to the first class mail to Lender's address Borrower designates by notice to Lender. The notice shall be directed to the property it affects or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail in which the Project is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note shall be governed in which the Project is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note shall be governed in which the Project is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the laws of the state in which the Project is located.

16. Borrower's Copy. Borrower shall be given one conforming 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 Project or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is held no longer in this Security Instrument), before sale of the Project pursuant to any power of sale contained in this Security Instrument, or if this Security Instrument is discontinued at any time prior to the earlier of (a) 5 days (or such other period as Borrower specifies for reinstatement), Borrower shall have the right to have remedies to demand payment of any sums due to Lender under this Security Instrument, or (b) 30 days from the date of any notice to Lender that the Project has been sold or transferred.

18. Borrower's Right to Remittee. If Borrower meets certain conditions, Borrower shall have the right to have remedies to demand payment of any sums due to Lender under this Security Instrument, or (c) pays all expenses incurred in enforcing this Security Instrument and the Note had no acceleration by Lender's rights in this Security Instrument, or (d) takes such action as Lender may require to assure that the Lender's rights in this Security Instrument, Lender's rights in the Project and Borrower's responsibility to pay the sum of any amounts due to Lender under this Security Instrument, remain intact.

19. Lender's Right to Retainment. If Lender's right to receive payment of any sums due to him under this Security Instrument has occurred, Borrower shall not apply in the case of acceleration under paragraph 13 or 17.

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ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of NOVEMBER, 1987, 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 undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FAMILY MORTGAGE COMPANY, INC. A CORPORATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7537 NORTH OTTAWA, CHICAGO, ILLINOIS 60648
(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 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER, 1988, and on that day 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 1 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 "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 notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750 %) 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 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 greater than 9.500 % or less than 6.000 %. 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 13.500 % NOR LESS THAN 6.000 %.

(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.

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.

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LISLE, IL 60532
2900 Green Ave
First family my do
return as

Property of Cook County Clerk's Office

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate
Loan Note.

JOHN BIESBACH.....
Borrower
(Seal) *John Biesbach*

TYM BIESBACH.....
Borrower
(Seal) *Tym Biesbach*

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan application. Lender may also require the borrower to sign an assumption agreement that is acceptable to Lender and that obligates the borrower 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 the instrument. Lender may also require the borrower to pay all the promissory and attorney fees and expenses incurred in connection with the note or this security instrument.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate
Loan Note.

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