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DEPT-01 RECORDING \$18.25
T#4444 TRAN 1675 12/22/87 10:02:00
#2593, # D - 87-669698
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 2
1987 The mortgagor is LAUREN V. GLAZER AND MICHAEL L. GLAZER, WIFE AND HUSBAND

("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
50 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60675 ("Lender").

Borrower owes Lender the principal sum of ONE MILLION ONE
HUNDRED THOUSAND AND NO/100

Dollars (U.S. \$ 1,100,000.00). 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 NOVEMBER 1, 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:
SEE ATTACHED RIDER.

-87-669698

A-40
04-25-200-077 Lot 1
04-25-200-078 1/2

which has the address of 20 MEADOWOOD LANE , NORTHFIELD
[Street] (City)

Illinois 60093 ("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 seised of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

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

\$18.00 MAIL

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50 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60605

THE NORTHERN TRUST COMPANY

RECORD AND RETURN TO:

CHICAGO, ILLINOIS 60675

50 SOUTH LA SALLE STREET

STEBBINS NELSON

NOTARY PUBLIC

My Commission Expires: 10-21-90

PREPARED BY:

Given under my hand and official seal, this

day of November, 1987

set forth.

signed and delivered the said instrument as **THIRTY** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that LAUREN V. GLAZER AND MICHAEL L. GLAZER, WIFE AND HUSBAND

, a Notary Public in and for said county and state,

1. **THOMAS P. NICHOL**

STATE OF ILLINOIS, (COK)

County ss:

[Space Below This Line for Acknowledgment]

Borrower
(Seal)

Borrower
(Seal)

MICHAEL L. GLAZER/HER HUSBAND
LAUREN V. GLAZER
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

XXOther(s) [specify] MORTGAGE RIDER FOR COVENANT #21

Graduated Payment Rider Planned Unit Development Rider

XXAdjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument. [Check applicable box(es)]

Instrument the co-signants and agreeents of this Security Instrument as if the rider(s) were a part of this Security Instrument, the co-signants and agreeents of each such rider shall be incorporated into and shall amend and this Security Rider, if one or more riders are executed by Borrower and recorded together with 23. Rider to this Security Instrument, if one or more riders are recorded by Borrower and recorded together with

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

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

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

recipients bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.

costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

the Property including those shall be entitled to redeem upon, take possession of and manage the Property and to pay rent to the tenants of

appomited receiver prior to the expiration of any period of redemption following judicial sale. Lender or by judgment

prior to the expiration of any period of redemption under paragraph 19 of abandonment of the Property and at any time

but not limited to, reasonable attorney fees and costs of title evidence.

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 foreclose this Security Instrument by judicial proceeding

before the date specified in the notice, Lender at its option may require payment in full of all sums secured by

inform Borrower to exercise its right to accelerate by judicial procedure. If the default is not cured on or

before the date specified in the notice, Lender after acceleration and sale of the foreclosed property the non-

secured by this Security instrument, foreclose by judicial proceeding and sell out of the Property. The notice shall further

and (d) that failure to cure the default under paragraph 19, which the default must be cured;

unless (c) a default or any other default to remit the notice is given to Borrower, by which time the default must be cured;

unless (b) the notice shall specify the date before which the default must be cured;

unless (a) the notice shall specify the date before which the default must be cured;

19. Acceleration; Remedies. Lender further certifies as follows:

NON-LINFORM COVENANTS. Borrower and 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

unless otherwise specified). The notice shall specify: (a) the default; (b) the action required to cure the

default; (c) the days from the date of the notice to Borrower to accelerate the instrument; (d) the date of the notice to Borrower to

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UNIFORM COVENANTS, Borrower and Lender covenants and agreements:

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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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 improvement 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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accurred. However, this right to remittance shall not apply in the case of acceleration under paragraphs 13 or 17.

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enjoucement 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 remonstrance) before sale of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this Security instrument. These conditions are contained in this security instrument, and the Note had no acceleration (a) pays all sums which then would be due under this Security instrument and the Note had no acceleration (b) entries all sums which then would be due under this Security instrument, before sale of the Property pursuant to any power of sale of the Property or remonstrance, or (c) entries all sums which then would be due under this Security instrument.

federal law as of the date of this Security Instrument.

Note are declared to be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which this parergraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered to the address set forth above or to such other address as Borrower may designate in writing to Lender. Any notice to Lender shall be given by delivering it to the address set forth above or to such other address as Lender may designate in writing to Borrower.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and if the loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It is agreed that the principal reduction will be treated as a permitted payment under the Note and the Note will be paid off in full when the principal balance reaches zero.

11. Successors and Assignt. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind joint and several liability to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, subject to the terms of this Security Instrument.

shall not be a waiver of or preclude the exercise of any right or remedy.

Given, Lenore is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower fails to respond to Lender within 30 days after the date the notice is made in writing for damages, Borrower offers to settle a claim for damages, Borrower shall be liable to Lender for the amount of the damages.

In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not such a taking is under foreclosure and before any excess paid to Borrower. In the event of a partial taking of the property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not such a taking is under foreclosure and before any excess paid to Borrower and under otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with the condemnation of any part of the property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lebede.

Borrower shall pay the premiums required to maintain the insurance until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement.

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PARCEL 1:

LOTS 1 TO 2, BOTH INCLUSIVE, IN FREEMAN J. WOODS SUBDIVISION OF THE SOUTH 20 RODS OF LOT 2, LYING EAST OF THE WEST 40 RODS THEREOF, IN COUNTY CLERK'S DIVISION OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER SO MUCH OF LOTS 1 AND 2 AND IS DESCRIBED AS FOLLOWS AS SHOWN ON PLAT OF SUBDIVISION OF FREEMAN J. WOODS AFORESAID, RECORDED SEPTEMBER 17, 1979, AS DOCUMENT 25149165, AND RERECORDED NOVEMBER 1, 1979 AS DOCUMENT 23220299. THAT PART OF LOT 2 IN SAID COUNTY CLERK'S DIVISION OF SECTION 25 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST TO THE POINT OF BEGINNING OF THE FOLLOWING DECLARED PARCEL OF LAND; THENCE SOUTH 30 DEGREES 14 MINUTES 16 SECONDS WEST, A DISTANCE OF 175.16 FEET TO A POINT; THENCE SOUTH 21 DEGREES 06 MINUTES 10 SECONDS WEST, A DISTANCE OF 10.42 FEET TO A POINT OF CURVATURE; THENCE 121.04 FEET ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 27 FEET TO A POINT; THENCE NORTH 30 DEGREES 14 MINUTES 16 SECONDS EAST, A DISTANCE OF 144.21 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE EAST, A DISTANCE OF 4079 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF LOT 1 AND FOR THE BENEFIT OF LOT 2 IN PARCEL 1 FOR INGRESS AND EGRESS OVER THAT PART OF THE SOUTH 1/2 OF THE NORTH 2/3 OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST 40 RODS AND SOUTH OF THE NORTH 20 RODS OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, COMMENCING AT THE INTERSECTION POINT OF THE EAST LINE OF SAID LOT 2 IN SAID COUNTY CLERK'S SUBDIVISION OF SECTION 25, WITH THE NORTH LINE OF THE SOUTH 20 RODS OF SAID LOT 2; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 301.32 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING WEST ALONG SAID NORTH LINE OF THE SOUTH 20 RODS, A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 42.43 FEET TO THE HEREINABOVE DESGINATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS A 20 FOOT STRIP FROM WINNETKA ROAD, TO THE NORTH LINE OF THE SOUTH 20 RODS OF THAT PART OF LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID LYING EAST OF THE WEST 40 RODS THEREOF, PLACED EQUIDISTANT FROM THE EAST AND WEST LINES OF THE NORTH 60 RODS OF THE EAST 1/2 OF THE SAID LOT 2 IN COUNTY CLERK'S DIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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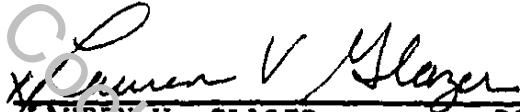
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MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.


Lauren V. Glazer (SEAL)
LAUREN V. GLAZER -BORROWER


Michael L. Glazer (SEAL)
MICHAEL L. GLAZER/HER -BORROWER
HUSBAND

RECORDED
JULY 1995

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this **2ND** day of **NOVEMBER**
19 **87**, 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 **THE NORTHERN TRUST COMPANY**
(the "Lender") of the same date and covering the property described in
the Security Instrument and located at:

20 MEADOWOOD LANE, NORTHFIELD, ILLINOIS 60093

[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
ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM
ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE
OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.**

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **8.625 %**. The Note provides for changes in the
adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of **NOVEMBER**
19 **88**, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change
is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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, 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 **2.25**
percentage points (**+ 2.25 %**) 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 **10.625 %**
or less than **6.625 %**. 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
12 months. My interest rate will never be greater than **14.625 %**. The interest rate limits of this Section
4(D) will not apply if I exercise my Conversion Option under Section 5 of this Note.

(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 adjustable 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. FIXED INTEREST RATE OPTION

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

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me
to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from
an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date specified by the Note Holder during the period beginning on the
second Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert
to the new fixed rate is called the "Conversion Date."

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Borrower

Borrower
(Seal)

MICHAEL L. GLAZER/HER HUSBAND Borrower
(SBAI)

LAUREN V. GLAZER (Sera)
Borrower

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

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

2.1 Borrower exercises the Conversion Option under the conditions stated in Section B of this Addendum Rate Rider, the Amendment to Uniform Convention under the conditions set forth in Section C above shall become effective, and the provisions of Uniform Convention 17 of the Security Instrument inserted in Section C above shall instead be in effect, as follows:

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

Read Rider, Unit 10, Chapter 17 of the Security Instruments is amended to read as follows:

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWED

(c) New Payment Amount and Effective Date
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) Capitalization of Fixed Rate
My new, fixed rate mortgage Association's required net yield at a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years or (ii) if the original term of this Note is less than 15 years, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery committments, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iv) if the original term of this Note is 30 years, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%), or (v) if the original term of this Note is 30 years, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%). The Note Holder will determine my interest rate by using comparable commitments at a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years or (ii) if the original term of this Note is less than 15 years, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery committments, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iv) if the original term of this Note is 30 years, plus ~~seven~~ eightths of one percentage point (0.75%), rounded to the nearest one-eighth of one percentage point (0.125%).

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the original principal of this Note plus U.S. \$ 250.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.