

UNOFFICIAL COPY

Form 3014

3

ILLINOIS-Single Family-FNMA/FHLMC MORTGAGE INSTRUMENT
THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to enumberances of record.
BORROWER CONVEYS the Property and that the Property is unencumbered, except for encumbrances of record, mortgage, grant and convey the Property to the heirs and successors of record.
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 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 enumberances of record.

ILLINOIS 60525-5611 (Zip Code) (City)
which has the address of 530 NORTH LAGRANGE RD.
(Street)

RECORDING DEPT-1453
RECORDED 12/22/87 15:25:00
\$19.00
RECORDING DEPT-1453
RECORDED 12/22/87 15:25:00
\$19.00

THIS DOCUMENT IS BEING RECORDED TO CORRECT THE DATE OF THE NOTARY

PERMANENT INDEX NUMBER: 15-33-314-013

LOT 2 IN THE RESUBDIVISION OF BLOCK 8 IN SMALL'S ADDITION TO LAGRANGE A SUBDIVISION OF THAT PART OF THE NOTHEAST 1/4, SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF FIFTH AVENUE IN COOK COUNTY, ILLINOIS.

GRANTOR OWES LEGAL, THE PRINCIPAL SUM OF EIGHTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00). 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 EARLY, DUE AND PAYABLE ON AUGUST 1, 2017. THIS SECURITY INSTRUMENT IS EVIDENCED BY BORROWER'S NOTE SECURED TO LENDER; (a) THE REPAYMENT OF THE DEBT EVIDENCED BY THE NOTE, WITH INTEREST, AND ALL REBATELS, EXTRAS AND MODIFICATIONS; (b) THE PAYMENT OF ALL OTHER SUMS, WHICH INTEREST, WITH INTEREST, AND ALL REBATELS, EXTRAS AND MODIFICATIONS; (c) THE PERFORMANCE OF ALL OTHER OBLIGATIONS UNDERTAKEN BY THE BORROWER UNDER THIS SECURITY INSTRUMENT AND THE NOTE. FOR THIS PURPOSE, BORROWER, DOES HEREBY MORTGAGE, GRANT AND CONVEY TO LENDER THE FOLLOWING PROPERTY LOCATED IN COOK COUNTY, ILLINOIS:

19.87. The mortgagor is RAUDH, E., KERHOB, AND ROOSALIE M. KERHOB, HUSBAND AND WIFE

FEDERAL SAVINGS AND LOAN ASSOCIATION ("Borrower"). This Security Instrument is given to HINSDALE

UNDER THE LAW, THE UNITED STATES, HINSDALE, IL 60521, AND WHOSE ADDRESS IS P.O. BOX 386.

MORTGAGE

LOAN # 001-1077972

87404021

87671453

PREPARED BY: KOY HAWTHORNE
HINSDALE FEDERAL SAVINGS AND LOAN
P.O. BOX 386 HINSDALE, ILLINOIS 60521

804235

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower 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 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.

UNOFFICIAL COPY

LOAN NO. 001-1077972

RIDER

This Rider is made this SECOND day of JULY, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned ("the borrower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 530 NORTH LAGRANGE RD.

LAGRANGE PARK, IL 60525-5611
[PROPERTY ADDRESS]

If anything contained in this Rider shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited to, by virtue of the generality thereof, an option to purchase contained in a lease or in a separate document, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

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

PAUL F. KEHOE

Paul F. Kehoe (Seal)

ROSALIE M. KEHOE

Rosalie M. Kehoe (Seal)

87671453

87404021

UNOFFICIAL COPY

87404021

ILLINOIS MIGRANT FAMILIES
STATE OF ILLINOIS
COMMISSION ON
MIGRATION
OFFICIAL SEAL
MURRAY G. MARSH

My Commission expires:

I, HENRY G. WARD, a Notary Public in and for said county and state, do hereby certify that PAUL E. KEHOE, AND ROSALIE M. KEHOE, HUSBAND AND WIFE, do subscribe to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein

—borrower
.....(Seal)

X Rosalie M. Kehoe

P A U L F. K E H O E
—Borrower
.....(S281)

R O S A L I E M. K E H O E
—Borrower
.....(S281)

BY SIGNING BELOW, BOTTOME, ACCEPTS TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT.

X Other(s) [specify] MORTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT

Graduated Foothill Unit Rider Planned Unit Development Rider

Xadmissible Rate Rider
Condominium Rider
AND ADDITIONAL HERETO

[Check if upgradable box(es)]

21. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the rents of the Property including those past due.

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

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 unless specifically otherwise provided). The notice shall specify: (a) the date of default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice is given to Borrower by which the default must be cured will result in the immediate acceleration of the sums secured by this Security Instrument, foreclosing by judicial proceeding and sale of the property. The notice shall further inform Borrower of the right to remitate after acceleration and the right to assert in the foreclosure procedure the non-existent 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, the Lender may accelerate the debt and sell the property.

UNOFFICIAL COPY

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

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

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

8/26/1553
8/24/2021

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87671453

3 5 4 2 7 6 8

SEARCHED INDEXED SERIALIZED FILED
APR 25 1987 CLERK'S OFFICE COOK COUNTY ILLINOIS

UNOFFICIAL COPY

Borrower in writing.

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 transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases

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 law as of the date of this Security Instrument. Lender also shall not exercise this option if it is agreed by the parties to this instrument that Lender's right to exercise this option will be limited to the date of transfer of the property or interest in Borrower to the transferee. Lender's right to exercise this option will be limited to the date of transfer of the property or interest in Borrower to the transferee unless otherwise provided in the transfer agreement.

Uniforum Scenario 17 of the Security Instrument is amended to read as follows:

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

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.

(F) Notice of Changes

beginning on the first monthly payment date after the Change Date until the amount of my monthly payments changes again.

My new interest rate will be 9%.

..... from the fact of my having been engaged in a business which has been so successful, I have been able to accumulate a sum of money which will enable me to live in comfort for the rest of my life. My interest rate will never be greater than 5%.

The interest my Interests will never be released or decreased on any's age Change Date will not be greater than 10.750 %.

unpublished thesis supervisor

4(D) below, this formulae amount will be my new interest rate until the next Change Date.
The Note Holder will determine the amount of my new interest rate during the next Change Date.

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE percentage points (3.00%). To the Current Index, The Note Holder will add the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section

(C) Calculation of Changes
informalation. The Note Holder will give me notice of this choice.

Information. The Note Holder will give me notice of this choice.

Reserveable Board: The most recent index, a quarterly and available as of the date 45 days before each Change Date is called the Reserveable Board.

(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 Home Loan Bank Board. This index is used to determine the interest rate for loans made under the Home Equity Conversion Program.

The interest rate will pay my change on the first day of **1998**. And on that day every 12th month there will be a payment of **1.00**. Each date on which my interest rate could change is called a "Change Date".

(A) Change Tasks

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S PAYMENT CAN EXCEED ONE MONTH'S PAYMENT.

{Property Address}

THIS ADJUSTABLE RATE RIDER is made this 2ND day of JULY 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Note") of the same date underdesigned (the "Borrower") to secure Borrower's Adjustable Security Instrument and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1. Test of T-test Statistic Under H₀

AJUSTABLE RAIL RIDER

UNOFFICIAL COPY

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 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 covenants contained in this Adjustable Rate Rider.

Paul F. Kehoe
X PAUL F. KEHOE (Seal)
-Borrower

Rosalie M. Kehoe
X ROSALIE M. KEHOE (Seal)
-Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

Property of Cook County Clerk's Office

87404021

867458

UNOFFICIAL COPY

FIXED RATE OPTION ADDENDUM (SECURITY INSTRUMENT) — 1 year Treasury Index—Single Family—Family units must be submitted Form 3109 11/84

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

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum, Rate/Guaranteed Payment Option under the Note as stated in Section A of this Addendum. To Adjustable Rate Rider, the amendment to Uniform Coverage Instrument 17 of the Security Instrument contained in the Note to be in effect, and the provisions of Uniform Coverage Instrument 17 of the Security Instrument instead of the original instrument.

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

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.

4. Determination of New Payment Amount

The Note Holder is entitled to receive payment of the unpaid principal amount due on the Note plus interest at the rate of 12% per annum, plus all costs of collection, including attorney's fees, if necessary to collect the same.

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

3. Reduction of Principal Balance Before Conversion: Appraisal

My new, fixed interest rate will be equal to the fixed rate of one per cent (0.625%). If this reduced net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

2. Calculation of Fixed Rate

If I want to exercise the Note Holder's right to receive certain Conversions, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am going to exercise my right to receive the next Conversion Date; (b) on the Conversion Date, I must in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the unpaid principal; I am expected to owe on that Conversion Date plus U.S. \$..... (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

Note from an adjustable rate to a fixed rate.
The conversion can only take place on the third, fourth or fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." I can convert my interest rate only on one of these five Conversion Dates.

I have a conversion option which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the

1. Option to Convert to Fixed Rate

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as described in the Note.

FIXED INTEREST RATE OPTION

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

[Property Address].....

{Property Address}

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER IS MADE THIS day of JULY, 19th, and is incorporated into and shall be deemed to amend and supplement the Security Rider (the "Rider") to the Mortgage Agreement (the "Note") between the Borrower ("Borrower"), to secure Borrower's Adjustable Rate Note or Graduated Payment Note, with Addendum To Adjustable Rate/Graduated Payment Note, 10 Hinsdale, Federal Savings and Loan Association, dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

(Fixed Rate Conversion Option)

ADDENDUM TO ADJUSTABLE RATE/GRADUATED PAYMENT RIDER

UNOFFICIAL COPY

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate/Graduated Payment Rider.

X *Paul F. Kehoe* (Seal)
PAUL F. KEHOE -Borrower

X *Rosalie M. Kehoe* (Seal)
ROSALIE M. KEHOE -Borrower

..... (Seal)
-Borrower

..... (Seal)
-Borrower

87404021
87671453