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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 DEC 23 AM 11:16

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(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on
1987 The mortgagor is Keith Peter Lee, a bachelor

6.00

December 24 1987

("Borrower"). This Security Instrument is given to Sears Mortgage Corporation
which is organized and existing under the laws of the state of Ohio , and whose address is

300 Knightbridge Parkway, #500, Lincolnshire, Illinois 60069 ("Lender").
Borrower owes Lender the principal sum of

Ninety two thousand eight hundred and no/100 -----

Dollars (U.S. \$ 92,800.00) . 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 January 1, 2018 . 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

THAT PORTION OF LOT 38 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF LOT 38; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 38 A DISTANCE OF 46.0 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 38; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID LOT 38 A DISTANCE OF 50.91 FEET; THENCE EASTERLY A DISTANCE OF 107.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 38, SAID POINT BEING 35.81 FEET NORTHERLY OF THE SOUTH EAST CORNER OF SAID LOT 38 AS MEASURED ALONG THE EAST LINE OF SAID LOT 38; THENCE SOUTHERLY ALONG THE ARC OF A CURVE, SAID CURVE BEING THE EAST LINE OF SAID LOT 38 AND BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 65.0 FEET A DISTANCE OF 35.81 FEET TO THE SOUTH EAST CORNER OF SAID LOT 38, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 38 A DISTANCE OF 105.14 FEET TO THE POINT OF BEGINNING, IN SOUTHBIDGE COMMONS, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0717101002 M.

which has the address of 1726 Westbridge Court, Schaumburg
(Street) (City)

Illinois 60194 ("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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Sechamburg, Ill. 60173
2040 E. Allendale Road Ste. #501
Seara Mortgage Corporation
David Stoekleman
THIS INSTRUMENT PREPARED BY
Mary A. [Signature]

BOX 333-GG

My Commission expires: 10-18-89

Given under my hand and official seal, this 16th day of December, 1987

set forth.

Signed and delivered the said instrument as H.A. 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 he

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

do hereby certify that Ketech Peter Lee a bachelor

I, the undersigned, a Notary Public in and for said county and state,

County ss:

On Page

STATE OF ILLINOIS.

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

Ketech Peter Lee

_____.(Sign)

Instrument and in any rider(s) executed by Borrower and recorded with it.
By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Other(s) [Specify]

Graduated Lawyer/Rider

Planned Unit Development Rider

Adjustable, Fixed Rider

Condominium Rider

2-4 Family Rider

Instrument [Check applicable box(es)]

Instrument the Co-contractants and agreements of each such rider shall be incorporated into and shall amend and
this Security instrument, the co-contractants and agreements of each such rider shall be a part of this Security
instrument the co-contractants and agreements of each such rider shall be incorporated into and shall amend and
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's all right of homesteaded exemption in the Property.

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

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
instrument of all bonds and reasonable attorney fees, and then to the sums secured by this Security instrument, premium on
receipts of management of the Property and collection of rents, including, but not limited to, recouvers' fees, premium on
the Property including those past due. Any rents collected by Lender or the receiver shall be applied to payment of the
appended receipt(s) shall be entitled to center upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of this instrument following judicial, Lender or by judgment or by agreement of the Property and at any time
20. Lender in possession, Upon acceleration under paragraph 19 or 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 his option may immediately pay out of all sums received on or
existance of a default or any right to remit after acceleration and the right to assert in the foreclosure proceeding the non-
performance of the Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum
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;
unless otherwise provided. The notice shall specifically: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not action under paragraph 13 and 17
unless otherwise provided). The notice shall give notice to accelerate following Borrower's

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

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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.

* "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."

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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have application of this Security instrument discontinued before a date of (a) 5 days (or such other period as applicable law may specify for reinstatement) or (b) entry of a judgment enforecig this Security instrument. These conditions are (i) payment in full of all amounts due under this Security instrument, (ii) payment in full of all amounts due under this Security instrument, and (iii) payment in full of all amounts due under this Note and the Note holder has no acceleration rights. Those conditions are (i) payment in full of all amounts due under this Security instrument, and (ii) payment in full of all amounts due under this Note and the Note holder has no acceleration rights. This right to have application discontinued is exercisable only if (a) Borrower has timely paid all amounts due under this Security instrument, and (b) the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

If Landlord exercises this option, Tenant shall give Borrower notice of cancellation. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may invoke any remedies permitted by this Security Instrument without notice of demand on Borrower.

17. **Exercise of the Property or Reversionary Interest in Borrower's Interests in Borrower.** (a) In the event of transfer of all or any part of the reversionary interest in Borrower to a beneficiary of the Security Instrument, Lender may, in its option, require immediate payment in full of all sums accrued by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law as of the date of this Security Instrument.

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

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 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 conflict.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by first class mail unless otherwise required by law applicable to Borrower's business or by Borrower's address listed herein or by any other address designated by notice to Lender. Any notice provided to Lender shall be given by first class mail to Lender's address Borrower designates by notice to Lender. Any notice provided to Borrower or to any other address Borrower designates by notice to Lender shall be given to Borrower or to another who has been given as provided in this paragraph.

13. **Implementation**: A detailed description of the implementation of the proposed security mechanism.

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 fully 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 to the permitted limit; and (b) any such loan charge which exceeds the permitted limit will be reduced to the permitted limit, and the Note or by paying a direct payment to Borrower. If a trustee is reducing the principal, the reduction will be treated as a partial prepayment of principal under the Note.] If no provision of applicable law has the effect of

11. Successors and Assessee; Baud; Joint and Several Liability; Co-plaintiffs. The convenants and agreements of this Security instrument shall be joint and several liability 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 does not execute the Note. (a) a co-signing this Security instrument only to convey his property under this Security instrument; (b) is not personally, financially or otherwise bound by the terms of this Security instrument; (c) agrees that Lender and any other Borrower may agree to pay his debts to this Security instrument; and (d) is not personally obligated to pay his debts to this Security instrument.

Under Lender's direction and Borrower's otherwise agreeable in writing, any application of proceeds to principal shall not extend or shorten the term of the Note or otherwise affect the terms of the Note.

Borrower and Lender otherwise agree in writing, the sums accrued by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking. Any balance shall be reduced by Borrower, divided by (b) the fair market value of the Property immediately before the taking.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued 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,

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby condemned in full.

If Leander shall pay the premiums required to maintain the insurance in effect until such time as the receiver shall pay the premiums required to make up the loss incurred by this Security instrument.

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Loan No. 09-58-94426

SEARS MORTGAGE CORPORATION

ADJUSTABLE RATE RIDER (1 YEAR TREASURY INDEX-RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 16th day of December, 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 Sears Mortgage Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1726 Westbridge Court Schaumburg, Illinois 60194
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. 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 AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875 %. The Note provides for changes in the interest rate and 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 January 1, 1988 1989 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 monthly 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 Interest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points 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 Interest Change Date will not be greater than 9.875 % or less than 5.875 %. Thereafter, my interest rate will never be increased or decreased on any single Interest 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 12.950%.

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Loan No. 09-58-94426

(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), Borrower shall cause 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. If the intended transferee meets Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions, Lender shall allow the assumption to occur. If the intended transferee fails to meet Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions, the Lender will not allow the assumption. Lender may require immediate payment in full of all sums secured by the Security Instrument if Lender, following the guidelines set forth above, can not approve the transferee or the transferee fails to meet all closing conditions and therefore Lender does not allow the assumption, but Borrower nevertheless proceeds with the sale or transfer to an unapproved transferee."

"To the extent permitted by applicable law, Lender may charge a reasonable assumption fee as a condition to Lender's consent to any loan assumption. That assumption fee shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the date of the sale or transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. That assumption agreement shall contain a provision under which the maximum interest rate of the loan as specified in Section 4(D) of the Note will be changed so that subsequent interest rate adjustments shall result in an interest rate that is the greater of interest rate in effect at the time of the loan assumption plus 5 percent, five points or 12.95."

"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.

Witness

Keith Peter Lee

-Bontower

-Wilcock

- Волож

SMC I Year ARM 112T (MAML 112 T)

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