

COUNTRYWIDE  
FUNDING CORPORATION

155 North Lake Avenue  
Pasadena, Ca. 91109-7137

# UNOFFICIAL COPY

37-87-585 87679585

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 DEC 30 AM 11:36

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15A 0917

\$17.00

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2562152

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 22,  
1987. The mortgagor is CLARENCE WILLIAMS JR & LYNETTE M WILLIAMS,  
HUSBAND AND WIFE AS JOINT TENANTS \* ("Borrower"). This Security Instrument is given to COUNTRYWIDE FUNDING CORPORATION, which is organized and existing  
under the laws of NEW YORK and whose address is 155 North Lake Avenue, Pasadena, Ca. 91109-7137 ("Lender").

Borrower owes Lender the principal sum of NINETY FOUR THOUSAND FIVE HUNDRED & 00/100 Dollars (U.S. \$ 94,500.00). 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 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:

LOTS 23 AND 24 IN BLOCK 5 IN HIGHLAND ADDITION TO LONGWOOD BEING A RESUBDIVISION OF CALUMET HIGHLANDS A SUBDIVISION OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.# 25-07-108-047 AND 25-07-108-048

↓  
LOT  
23

↓ LOT  
24 CB 02

PREPARED BY; L. EDMONDS, COUNTRYWIDE FUNDING CORPORATION, 1827 WALDEN,  
SUITE 250, SCHAUMBURG, IL 60195

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### \*\*ADDITIONAL GRANTORS ("BORROWERS") IF ANY:

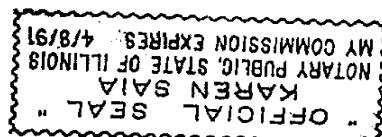
which has the address of 2338 WEST 97TH STREET CHICAGO  
60643 (City)  
Illinois ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurteances, 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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Given under my hand and seal this 23rd day of December, A.D. 1987.

I, the undersigned, a Notary Public in and for the County of Cook and the State of Illinois, do hereby certify that I, Karen S. A. Cook, and Lynette M. Williams, his wife, who is personally known to me the same persons whose names are subscribed to the foregoing instrument, appear before me this day in person and acknowledge that they had signed it, sealed and affixed my Notary Public Seal thereto for the purposes and uses specified therein.

COUNTY OF COOK )  
STATE OF ILLINOIS )  
SS.

(Space Below for Acknowledgment)  
CHARLES WILLIAMS  
CHARLES WILLIAMS JR  
Lynette M. Williams  
Lynette M. Williams  
Borrower  
(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 covenants contained in this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)  
Instrument (check applicable boxes)  
 Other(s) [Specify]  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Adjustable Rate Rider  
 Condominium Rider  
 2-4 Family Rider

24. 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 judgment sale, Lender (in person, by agent or by judge) shall be entitled to collect all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.  
25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.  
26. 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 insurance.

27. Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, before the date specified in the notice, Lender to accelerate and rescind the note. Inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-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 defect or before the date specified in the notice may result in acceleration of the sums due until a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defect must be cured; unless (b) the action required to accelerate under Paragraphs 13 and 17 unless (a) the notice specifies (a) the date required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17).

NON-UNIFORM FORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the 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 any 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.

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Note if disbursement, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursal at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Mortgagelaw. 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 enjoin proceedings or injunctions), then Lender may do and take any actions necessary to protect the value of the Property and Lender's rights in the Property, including, if necessary, to sue for damages or recover attorney fees and expenses to defend against such proceedings.

6. Preservation of Property; Leaseholds. Borrower shall not destroy, damage or subdivide, change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold interest shall not merge in writing.

7. Protection of Lender's Rights in the Property; Mortgagelaw. Unless Lender agrees to the merger, Borrower shall not merge Lender into the lease, and if Borrower acquires title to the Property, the lesseehold and leasehold interest must be preserved prior to the acquisition of the Property.

8. Postponement of the Due Date of the Monthly Payments relating to the Acquisition of the Security Interest by Lender, Borrower, or Lessee. Any application of proceeds to the sums secured by this Security interest prior to the due date of the monthly payments relating to the acquisition of the security interest by Lender, Borrower, or Lessee, and Borrower otherwise agrees in writing, any application of proceeds to the sums secured by this Security interest by Lender, Borrower, or Lessee, and Lender to the extent of the change in the amount of the payments, if Lender does not receive timely notice of the merger.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the security interest in the property prior to the due date of the monthly payments relating to the acquisition of the security interest by Lender, Borrower, or Lessee, and Lender to the extent of the change in the amount of the payments, if Lender does not receive timely notice of the merger, when the notice is given.

9. Postponement of the Due Date of the Monthly Payments relating to the Acquisition of the Security Interest by Lender, Borrower, or Lessee, and Borrower otherwise agrees in writing, any application of proceeds to the security interest in the property prior to the due date of the monthly payments relating to the acquisition of the security interest by Lender, Borrower, or Lessee, and Lender to the extent of the change in the amount of the payments, if Lender does not receive timely notice of the merger, when the notice is given.

10. Postponement of the Due Date of the Monthly Payments relating to the Acquisition of the Security Interest by Lender, Borrower, or Lessee, and Borrower otherwise agrees in writing, any application of proceeds to the security interest in the property prior to the due date of the monthly payments relating to the acquisition of the security interest by Lender, Borrower, or Lessee, and Lender to the extent of the change in the amount of the payments, if Lender does not receive timely notice of the merger.

11. All Insurance Policies shall be acceptable to Lender and shall include a standard mortgage clause. Unless Lender and Borrower otherwise agree in writing, insurance premiums shall be paid by Borrower, all receipts of paid premiums and renewals to hold the policy in force, if Lender requires that Lender receive the right to hold the policy in force, if Lender receives a standard mortgage clause, unless Lender carries the premium or paid premiums shall be made proof of loss if not made promptly by Borrower.

12. Unless Lender may choose to pay all taxes, insurance premiums shall be made proof of loss if not made promptly by Borrower, all receipts of paid premiums and renewals to hold the policy in force, if Lender receives a standard mortgage clause, unless Lender carries the premium or paid premiums shall be made proof of loss if not made promptly by Borrower.

13. Hazard Insurance. Borrower shall keep the insurance premiums now existing or hereafter erected on the Property of Lender, unless Lender may choose to pay all taxes, insurance premiums shall be made proof of loss if not made promptly by Borrower, all receipts of paid premiums and renewals to hold the policy in force, if Lender receives a standard mortgage clause, unless Lender carries the premium or paid premiums shall be made proof of loss if not made promptly by Borrower.

14. Property which may attain priority over its Security Instruments, assessments, charges, rents, if any, agree in writing to the payment of the payment secured by the lien in a manner acceptable to Lender: (a) agrees in writing to the payment of the payment secured by the original liability to Lender; (b) contributes in good faith to the payment of the payment secured by the original liability to Lender; (c) secures from the Lender an insurance satisfaction of the lien by, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

15. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

16. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

17. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

18. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

19. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

20. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

21. If Lender, or any other person holding the payment in trust, fails to pay all taxes, insurance premiums now existing or hereafter erected on the Property of Lender, Lender may file a claim in his name for the payment of the taxes, insurance premiums, assessments, charges, rents, if any, which Lender holds, or defers enforcement of the lien in, legal proceedings which in good faith to the payment of the payment secured by the original liability to Lender.

22. 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") equivalent to the principal of and interest on the deposit by the Note rate and any escrow items.

23. 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") equivalent to the principal of and interest on the deposit by the Note rate and any escrow items.

24. 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") equivalent to the principal of and interest on the deposit by the Note rate and any escrow items.

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**COUNTRYWIDE**

## ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 22 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 COUNTRYWIDE FUNDING CORPORATION, A NEW YORK CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2338 WEST 97TH STREET, CHICAGO, ILLINOIS 60643

[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 .875 %. 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 JANUARY, 1989, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) 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, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-QUARTERS percentage points 2.750 % to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.875 % or less than 7.375 %. 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 13.875 %. 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.

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F2111 US 1097  
ARM (C) 1 & II

LAWRENCE M WILLIAMS

Borrower  
(Seal)

LAWRENCE M WILLIAMS JR

Borrower  
(Seal)

By SIGNING BELOW, Borrower accepts to the terms and covenants contained in the 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

In it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred to a natural person) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest without Lender's prior written consent, Lender may invoke any remedy instrument without further notice or demand by this 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.

be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be amended to Uniform Covenant 17 of the Security Instrument contained in Section B of this Adjustable Rate Rider.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider,

if Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of this period, Lender shall 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 remedy instrument without further notice or demand on Borrower.

The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must make all payments due to him unless Lender releases

Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases

Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Assumption. To the loan assumption, Lender may also require the transferee to sign an assumption agreement that is acceptable to

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent

that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

transferred; and (b) Lender reasonably determines that Lender to vacate the intended transfer as if a new loan were being made to the

to Lender information required by Lender also causes to be submitted by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law by this Security Instrument.

it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred to a natural person) Transfer of the Property or any interest in

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in

Rider. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

## C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

as my monthly payment until the maturity date

of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount that would be sufficient to repay the unpaid principal balance of one month's payment on the maturity date at my new fixed interest rate in substantially equal amounts. The result of this calculation will be the new amount

U 1.0% to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment

date at my new fixed interest rate in substantially equal amounts. The result of this calculation will be the new amount

of my new fixed interest rate by using comparable information.

This required net yield cannot be determined because the original note has no available. The Note Holder will five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If

Note is 15 years or less, 15-year fixed rate mortgages covered by the Note Holder will be the original term of this

fixed rate mortgages covered by the Note Holder for (i) if the Note is greater than 15 years, 30-year

a date and time of day specified by the Note Holder for (ii) if the Note is greater than 15 years, 30-year

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of

## (B) Calculation of Fixed Rate

sign and give the Note Holder any documents the Note Holder requires to effect the NOTE version.

I must to one percent (1.0%) of the original principal of this Note plus U.S. \$

or the Security Instrument; (iii) by a date specified by the Note Holder, I must not be in default under the Note

give the Note Holder notice that I want to do so; (iv) on the Conversion Date, I must pay the Note Holder a conversion fee

new fixed rate is called the "Conversion Date". Each date on which my adjustable interest rate can convert to the

change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the

The conversion can only take place on a date specified by the Note Holder during the period beginning on the first

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER NO. 2

THIS ADJUSTABLE RATE RIDER NO. 2 is made this 22 day of DECEMBER , 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") bearing the same date as this Rider and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to COUNTRYWIDE FUNDING CORPORATION , (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2338 WEST 97TH STREET , CHICAGO , ILLINOIS 60643  
(Property Address)

The Note has been modified by means of a Rider to the Note to provide the following:

(i) On or before the Conversion Date, Borrower must pay the Note Holder a Conversion Fee equal to NONE percent ( 0 % ) of the original principal amount of this Note plus U.S. \$ NONE. Borrower's new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of 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, 30-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery commitments, plus SEVEN-EIGHTHS percentage points ( .875% ), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery commitments, plus NONE percentage points ( 0 % ), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine Borrower's interest rate by using comparable information.

(ii) In order to exercise the Conversion Option, Borrower must give the Note Holder notice, 30 days before the intended Conversion Date, that Borrower intends to do so. Borrower must give this notice in the manner described in Section 9 of this Note and will be considered to have given it on the date the Note Holder receives it. In order to be entitled to exercise the Conversion Option, Borrower must not have been more than 30 days late in making any monthly payment which was due during the 12 month period prior to Borrower giving notice of intent to exercise the Conversion Option, and Borrower must not have violated any other provisions of the Security Instrument during that 12 month period.

(iii) At no time will the Borrower be obligated to pay interest at a yearly rate less than 7.375%.

(iv) Borrower will be in default if Borrower violates any provision of the Security Instrument or fails to pay the full amount of each monthly payment on the date it is due. If Borrower is in default, the Note Holder may send Borrower a written notice stating that if Borrower does not correct the violation or pay the overdue amount by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to Borrower.

(v) The Note Holder may in its discretion cause the provisions of the Rider to the Note, which are described in Paragraphs (ii) - (iv) above, to cease to have any force or effect, by giving notice to the Borrower in the manner provided in the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider No. 2

Dated: 12-23-87

Clarence Williams (Seal)  
CLARENCE WILLIAMS JR. Borrower

Lynette M. Williams (Seal)  
LYNETTE M WILLIAMS Borrower

(Seal)  
Borrower

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