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COOK COUNTY, FLUNDIS FILED FOR RECORD

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MORTGAGE

236369-1

THIS MORTGAGE ("Security Instrument") is given on JANUARY 28 87 The mortragar is CRAIG GIES AND CAROL GIES, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLES

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal and of TWO HUNDRED SEVENTY EIGHT THOUSAND AND NO/100

278,000.00). This debt is evidenced by Borrower's note Dollars (U.S. \$

dated the same date as this Security Instrument ("Plote"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUAR' 1, 2017

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, wit't ir lerest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrow' covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgege, grant and convey to Lender the following described property

located in COOK

PARCEL 1: LOT 73 IN INDIAN RIDGE, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AN UNDIVIDED 0.0025 PERCENT INTEREST IN THE COMMON AREAS PARCEL 2: APPURTENANT TO PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF INDIAN RIDGE RECORDED AS DOCUMENT NUMBER 25084000, ALL IN COOK COUNTY, ILLINOIS.

BINH 04-20-303-037-0000 11151

which has the address of

2325 IROQUOIS

GLENVIEW [City]

Illinois

60025

("Property Address");

TOGETHER WITH all the improvements now or hereafter secuted on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

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THE TALIMAN HOME PEDERAL SAVINGS AND BOX 130 C.C. RECORD ARTURN TO: DES PLAINES, IL 91009 LINN HAGSTROM PREPARED BY: My Commission expires: Monnigh 10 KBP 47 BB Given under my hand and official seal, this . Alitor 102 THEIR free and voluntary act, for the uses and purposes therein es inomurismi biss off borovilotrom bongie subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that , personally known to me to be the same person(s) whose name(s) ARE do hereby certify that CRAIG GIES AND CAROL GIES, HUSBAND AND WIFE a Notary Public in and for said county and state, STATE OF ILLINOIS, County ss: (las2). NewonoB-(Seal) (lase)_ (Seal) By Signing Below, Borre we accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Rorrower and recorded with it. Other(s) [specify] Planned Unit Development Rider Traduated New nent Rider TabiR **** Kalustatik Condominium Rider 🔲 2-4 Family Rider Instrument. [Check # pplicable box(es)] 23. Riche to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security buttument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security. 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys, fees, and then to the sums secured by this Security Instrument. before the dataset of any otner detents of nortower to acceleration and toreclosure, it me detaut of any otner detents of nortower to acceleration and toreclosure, it me detaut is noticed. Lender at its option may foreclose this Security Instrument without further demand and may foreclose this Security Instrument without further demand any mruning the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonuniess applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date specifies in the notice may result in acceleration of the sums and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accuracy by this Security Instrument, forestoning by linking and solve the Decreet's The notice shall discrete.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenent or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17

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

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LOAN ASSOCIATION OF ILLINOIS

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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 the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower No. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortize for 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 amo diration 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 examples 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 agr.emi nts 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 (7) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with read 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 ar cording 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 and 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 old 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 Instru

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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requesting payment.

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 Any amounts disbursed by Lender under this paragraph? I shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

If Borrower fails to perform the coverants 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 and Lender's rights 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 and Lender's rights are property. I ender's actions may include any man secured by a lien which has principle and property and Lender's rights.

fee title shall not merge unless Lender agrees to the merger in writing. change the Property, allow the Property to deteriorate or commit wester. If this Security Instrument is on a lesschold, Borrower shall comply with the provisions of the lesse, and if Borrower acquires fee title to the Property, the lesschold and Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition.

postpone the due date of the monthly payment a referred to in paragraphs 1 and 2 or change the amount of 1% payments. If under paragraph 19 the Property prior to the acquired by Lender, Borrower's right to any insurance policies and phoceeds resulting from damage to the Property prior to the acquirition shall pass to Lender to the extent of the sums secured by this Security from damage to the Property prior to the acquirition shall pass to Lender to the extent of the sums secured by this Security are to the acquirities of the property prior to the acquirities of the prior to the acquiring the prior to the acquirities of the property prior to the acquirities of the prior to the acquirities of the prior to the acquiring the acq Unless, Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the price, da to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The A-cary period will begin 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, 'ne insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any expects paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has sorrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance proceeds anall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. It 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 may make proof of loss if not made promptly by Borrow er. Ani insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld, insured against loss by fire, hazards included within the term "extenced coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the ambitine 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

5. Maxard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property of the giving of notice.

the Property is subject to a lien which may artain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an Borrowers a half 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

receipts evidencing the payments. pay them on time directly to the perach cwed 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender 4. Chargest Liens. Everower shall pay all taxes, sasesaments, charges, fines and impositions attributable to the Property which may attain price. I over this Security Instrument, and lesschold 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

application as a creek, a gainst the sums secured by this Security Instrument.

3. Application of Fryments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payable in paragraph 2; fourth, to interest due; and last, to principal due.

Note; third, to amounts payable index paragraph 2; fourth, to interest due; and last, to principal due.

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon ps. reent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds field (19) ender, Lender shall apply, no later any Funds field (19) ender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Propayment 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Security Instrument. (b) yearly

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ADJUSTABLE RATE RIDER 236369-1
THIS ADJUSTABLE RATE RIDER is made this 28TH day of JANUARY, 19.87, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date siver, by the understand (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to TALMAN HOME FEDERAL SAVINGS AND (the "Lender") of the same date and covering the property described in the Security Instrument and located at: LOAN ASSOCIATION OF ILLINOIS
2325 IROQUOIS, GLENVIEW, ILLINOIS 60025
(Property Address) THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.
Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, Borrower and Lender further covenant and agree as follows: A. INTEREST PATE AND MONTHLY PAYMENT CHANGES The Note provides for an initial interest rate of7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES (A) Change Dates The interest rate I will pay may change on the first day of FEBRUARY, 19 88, and on that day every
12 th month thereafter. Each sate 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:
Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the
Federal Home Loan Bank Board. 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 on'c 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 time as rate by adding TWO AND THREE FOURTHS age 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%). This rounded amount will be any new interest rate until the next change date; provided, however that the interest rate shall never be changed by more than
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal 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) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pay the amount of ray new monthly payment beginning
on the first monthly payment date after the Change Date until the amount of my monthly gayment changes again. (E) 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 no 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 ECRNOWER
Uniform Covenant 17 of the Security Instrument is amended to read as follows: Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.
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 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. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.
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 covernants contained in this Adjustable Rate Rider.
× Craig Suis. (Scal)
CRAIG GIES Borrower
CAROL GIES/HIS WIFE (Scal)

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RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
2454 DEMPSTER
DES PLAINES, ILLINOIS 60016

ATTENTION: SHARON THOMAS

Stroperty of Cook County Clerk's Office