This instrument was prepared by:

втенчвы по пение:

SZGO, W. FULLERIGN. AVE (emaN)

CHICAGO, ILL 60639 (SSELECT!)

MORTGAGE

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WIFE CRACIN FEDERAL SAVINGS AND LOAN ASSOCIATION "Borrower"), and the Mortgagee, ..., a corporation organized and existing under the laws of Jille UNITEL SIGIES OF AMERICA, whose address is ..., Chicago, Illinois 60639

AND. MOLECULES IS STREET AS (1.1784 ... (herein "Note"), providing for monthly installments of principal and note dated ... EEBRUARY. .91... 2017.

of any future advances, with injecest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment payment of all other arms, with interest thereon, advanced in accordance herewith to protect the security of this To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the

PERMANENT TAX NUMBER: 09-35-401-01S-0000 AT NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL PLOTS 2 AND 3 IN BLOCK 19 IN EUTSUN THE THIRD PRINCIPAL PLOTS 2 LOTS 2 AND 3 IN BLOOK 19 IN EDISON PARK IN SECTION 36, TOWNSHIP

·00/C

COOK COUNTY PRECORDER #5824 # TD 日かりむと ターとボーキ 144444 TRAN 9189 92/96/87 99:39:39:40 DELL-67 MECOLOLING

CHICAGO

SYYS N. OXFORD AVENUE

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(State and Zip Code) ("Property Address"); ITTINGIS POPRI

ILLINOIS -- 1 to 4 Family--- 6177 -- 14mily -- 6177 -- 14mily -- 6177

property (or the leasthold estate if this Mortgage is on a leasthold) are herein referred to as the "Property". deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,

listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,

7075048

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof 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 Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable

entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received. 21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage. may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by provissory notes stating that said notes are secured hereby. At no time shall the principal amount of the IN WITNESS WHERE ... Porrower has executed this Mortgage County ss: STATE OF ILLINOIS., a Notary Public in and for said county and state, AND AUTA L. DUMIRE, HUSBAND AND WIFE do hereby certify that...JOHN P. DUMIRE personally known to me who the same person(s) whose name(s) are... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... he. 4. signed and delivered the said instrument as their ... free and voluntary act, for the uses and purposes therein set forth. . 19 B6 Given under my hand and official seal, this 19TH ... day of ... My Commission expires: Public (Space Below This Line Reserved For Lender and Recorder)

RETURN TO BOX 40

UNOFFICIAL COPY

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Fundz") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicate that permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of executional Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable to requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dater of trixes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurface premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Eprrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Le ider any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Leader to Borrower requesting payment thereof.

Upon payment in fell of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. On ess applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof chair be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not pair in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Leader all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good the contest such lien by or defand enforcement of such lien in such lien in a manner acceptable to Lender, or shall in good fair contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to coverage required to the improvements of coverage required to the report of the report of coverage required to the report of the report of coverage required to the report of the report of

such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by corrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borro ver making payment, when due, directly to the

insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lengr and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to not the policies and renewals thereof. and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the seculity of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the seculity of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Develops ents. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

agreement of Borrower in this Mortgage, including the covenants to pay when due my sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying; (1) the breach; (2) the action result in the breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and ask of the Property. The notice has a large and the cured in the notice may result in the norm of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a detault or any other defense of Borrower to acceleration and the right to breach is not cured on or before the date specified in the notice. Lender at Lender's occeleration and to the amm secured by this Mortgage to be or before the date specified in the notice. Lender at Lender's occeleration and to the amm secured by this Mortgage to be or before the date specified in the notice. Lender at Lender's acceleration and the amm secured by this Mortgage to be entitled to collect in such proceeding all expenses of foreclose this Mortgage to be in such proceeding at expenses of of foreclose this Mortgage, but not proceeding to Reinstack and title reports.

19. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Mortgage, and casts of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums secured by this Mortgage.

29. Borrower's Right to Reinstate. Motwithstanding Lender's acceleration of the sums. Secured by this Mortgage. 85. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

The horrower ceases to occupy the property as his principal presidence hor-Universe Dorrower and Lender lutther covenant and agree as follows:

paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance will

obligations under this Mortgage and the Note. of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an incurral therein is sold or transferred by Borrower without Lender's prior written consent. excluding (a) the creation of a lien or argumbrance subordinate to this Mortgage, (b) the creation of a prior written consent. excluding (a) the creation of a lien or argumbrance, (c) a transfer by devise. descent or by operation of law upon the death of a joint tenant or (d) the grant or any leasthold informed to thince years or design or the sums secured. By this Mortgage to be immediately due and payable. Lender may, at Lender's option, declare all the sums secured. With Mortgage that the credit Lender is as any the person to whom the Property is to be sold or transferred reach agreement in writing that the credit can be reach as transferred reach agreement in writing that the credit of such person is asked the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is asked the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is asked the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is asked the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person in the sums secured by this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender aball the work as accepted in writing by Lender and the Vote.

of execution or after recordation hereof. end the provisions of the Mortgage and the Mote are declared to be severable.

16. Borrower's Copy, Borrower shall be furnished a conformed copy of the Mote and of this Mortgage at the time

real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with posteable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this

Id. Notice. Except for any notice required under a pplic late to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by activing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and such other address as Lender many designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when in the manner designated herein.

15. Uniform Mortgage: Governing Law: Severability. This form of mort age combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to contitute a uniform security instrument covenants with limited variations by jurisdiction to contitute a uniform security instrument covenants with limited variations by jurisdiction to which the Property is located. In the pay of the jurisdiction to which the Property is located. In the

proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reaso, or any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Mot. Walver. Any forhearance by Lender in exercising any right or remedy hereunder, otherwise afforded by applicable law, and? not be a waiver of or preclude the exercise of any such right or remedy bereunder, otherwise afforded by applicable law, and? not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the parmer t of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the malurity of the incles, conders accured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or contained the Mortgage or afforded by law or coulty, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Boundt Joint and Several Liability; Captions. The covenants and agreements herein agreements and agreements of Lender and Borrower, subject to the provisions of paragraphs of this violentants and agreements of Lender and Borrower, and headings of the provisions of paragraphs of this wormants and agreements of Borrower shall be joint and several interpret or define the provisions of paragraphs of this wormants and agreements of Borrower shall be joint and several interpret or define the provisions between. 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by ender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower's successors in interest. Lender shall not be required to commence the importance of the original forther than the required to commence the configuration of the original forther than the required to commence the configuration of the same commence the configuration of the same commence the configuration of the configuration of the same commence that the configuration of the configuratio

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

paid to Borrower.

If the P. operty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or eating for damages, Borrower fails to respond to Lender's option, either to restoration or repair of the mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Property or to the sums secured by this Mortgage.

I inluce I and a factioner otherwise agree in writing, any such application of proceeds to principal shall not extend

In the excess, if any, paid to Borrower. In the event of a partial taking of the Sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a postial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds saking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

and shall be paid to Lender. condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any accordemnation, are hereby assigned.

8. Inspections. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

any action hereunder. date of disbursement at the rate payable from time on ourstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Notiting contained in this paragraph 7 shall require Lender to incur any expense or take permissible under applicable law. manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from the contract of dispursements and applied to the payable from the date of dispursements.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

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NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this . 1.97H. day of DECEMBER, 1986., and is incorporated into and sha
be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru
ment'') of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument an located at 6772. N., OXFORM AVENUE. CHICAGO. ILLINGIS. 60631
Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Changes in the interest rate according to the control of the contr

- (1) []* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
 - (2) DX...SEVENTH. DISTRICT.COST.OF.FUNDS..FEDERAL.HOME.LOAN.BANK.BOARD

[Check one box to indicate whether there is any maxi, num limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

- (1) There is no maximum limit on changes in the interest rate at any Change Date.
- (2) A the interest rate cannot be changed to more than percentage points at any Change Date. * If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. D creases in the interest rate will result in lower payments.

 B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) and such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits will be refunded to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a desice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

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

John P. DUMIRE —Borrower

after the

4th year.

The initial interest rate will

increased a maximum

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the

first chappe

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ANITA L. DUMIRE —Borrower

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Property of Coof County Clerk's Office

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