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14<sup>1</sup>/<sub>240567-9</sub>

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on MARCH 16
9 87 The mortgager is PAUL R. VIK, MARRIED TO JUDITH B. VIK\*\*

("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 HARLEM

NORRIDGE, ILLINOIS 60634

Borrower owes Lender the principal oun of THIRTY THOUSAND AND NO/100

Dollars (J.S. \$

30,000.00 ). 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 APRIL 1, 2017

This Security Instrument secures to Lender: (a) the repayment of the debt ev denced 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 Borrow is covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortging, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

("Lender").

LOTS 28, 29 AND 30 IN BLOCK 3 IN M.P./HAM MIDLOTHIAN ADDITION, BEING A SUBDIVISION OF THE NORTH WEST 1/4 (EXCEPT THE WEST 5 ACRES OF THE NORTH 1/2 THEREOF) OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\*\*JUDITH B. VIK IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

GAO 28-11-403-033, lot 30 28-11-403-034, lot 29 28-11-403-035, lot 28 MC

which has the address of

14730 SOUTH HOMAN [Street]

MIDLOTHIAN

[City]

Illinois

6 0 4 4 5 (Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the

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 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.

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

foregoing is referred to in this Security Instrument as the "Property."

(IL)

VMP MORTGAGE FORMS • (313) 792-4700 • (800) 521-7291

|   | CS VAD   | THE TALMAN HOME PEDERAL SAVIN  |
|---|--|--|
|   |  | BOX T30 RECORD VAD RETURN TO:  |
|   |  | PPCODD AND DEWISH IN.  |
|   |  | OPK LAWN, IL 60453   |
|   | 3/idua mason   | DOFORES IMPREKI  |
| • |  | PREPARED BY:   |
| - | 1 ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (  | My Commission expires: May 9,1980  |
|   | Her  | Given under my hand and official seal, this  |
|   | 1/4 /25  | the transfer of the first consideration and the second of  |
|   | 2  | set forth.   |
|   | Lees and voluntary act, for the uses and purposes therein  | signed and delivered the said instrument as  |
|   |  | /  |
|   | d before me this day in person, and acknowledged that Line of  | subscribed to the foregoing instrument, appeared   |
|   | SI (2, nr. so me to be the same person (5) whose na.nr. (5)  | personally )   |
|   | ARRIED TO JUDITH B. VIK  | do hereby certify that PAUL R. VIK, M  |
|   |  | do hereby certify that PAUL R. VIK, M  |
|   | , a Notary Public in and fo. said county and state,  | I. All similares   |
|   | County ss:   | STATE OF ILLINOIS,   |
|   |  |  |
|   |  |  |
|   | Below This Line For Acknowledgm. (1)   |  |
| _ |  |  |
|   | -Borrower  |  |
|   | (Scal)   |  |
|   | $O_{\mathcal{L}}$  |  |
|   | (1592)   |  |
|   |  | ACTROTIC GUSTOSION   |
|   | TOPILH B. VIK —BOTTOWER  | HOMESTEAD RIGHTS.<br>HOMESTEAD RIGHTS.   |
|   | The state of the s | MORTGAGE SOLELY FOR THE PURPOSE  |
|   | PAUL R WARRIED TO -BOTTOWEL  | JODITH B. VIK IS EXECUTING THIS  |
|   | (Seal)   |  |
|   |  |  |
|   | and agrees to the terms and eovenants contained in this Security rand recorded with it.  | Instrument and in any rider(s) executed by worrowe   |
|   | withing sid ai banieton strengwon toth and of seems but  | By Sighing Briow Borrows   |
|   |  | Other(s) [specify]   |
|   |  |  |
|   | nned Unit Development Rider  | Graduated Payment Rider  |
|   | ndominium Rider 🔲 2-4 Family Rider   |  |
|   | Security Instrument as if the rider(s) were a part of this Security  | supprement [Check pricable box(es)]  |
|   | nents of each such rider shall be incorporated into and shall amend and  | this Security Instru nent, the covenants and agreem  |
|   | e or more riders are executed by Borrower and recorded together with   | 23. River to this Security Instrument. If on   |
|   | sitan pay any tecordation costs.<br>all right of homestead exemption in the Property.  | Instrument without charge to Borrower. Borrower waives   |
|   | cured by this Security Instrument, Lender shall release this Security  | 21, Release, Upon payment of all sums se   |
|   | then to the sums secured by this Security Instrument.  | receiver's bonds and reasonable attorneys' fees, and   |
| D | flected by Lender or the receiver shall be applied first to payment of the on of rents, including, but not limited to, receiver's fees, premiums on  | os etner Property including those past due. Any rents co   |
|   | take possession of and manage the Property and to collect the rents of   | appointed receiver) shall be entitled to enter upon,   |
|   | n under paragraph 19 or abandonment of the Property and at any time in following judicial sale, Lender (in person, by agent or by judicially   | 20. Lenger in Possession. Upon acceleration Driot to the expiration of any period of redemento   |
|   | ata of title evidence.   | but not limited to, reasonable attorneys' fees and co  |
|   | and may foreclose this Security Instrument by judicial proceeding.<br>rred in pursuing the remedics provided in this paragraph 19, including,  | tense special to a second of the second of t |
|   |  | before the date specified in the notice, Lender at it  |

UNOFFICIAL

ATTENTION: DOLORES IMANSKI

LORU ASSOCIATION OF ILLINOIS
A740 WEST 95TH STREET
A740 WEST 95TH STREET
A740 WEST 95TH STREET
A740 WEST 95TH STREET

Мом-Uniform Covenants. Borrower and Lender further covenant and agree as follows:
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17).

inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or

default; (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and (d) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and (d) this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

# UNOFFICIAL COPY 3 2

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 soule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is patherized 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 its monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Nut Feleased; 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 or enage 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 amortication 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 accessors 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 .0- igning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the .e. m. of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (e) a rees 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) ary such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any area already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to risk ethis refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reaules 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 profiled 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 Berrower. 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 it strament or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, of 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.

### **UNOFFICIAL COPY**

requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights If Borrower fails to perform the 7. Protection of Lender's Rights in the Property; Mortgage Insurance.

fee title shall not merge unless Lender agrees to the merger in writing. change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leaseholds.

Instrument immediately prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal and not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting forms demanded by the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting forms demanded by the sylving forms and property and property of the appropriate and proceeds resulting forms demander to the extent of the appropriate and proceeds resulting forms and property of the property of the appropriate and proceeds resulting forms and proceeds resulting for

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1,21 the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the process to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, with on, excess paid to Borrower. If

all receipted for the regime of the principal structures of paid premiums and renewal notices in the foreign 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 Borre were.

Unless Lender may make proof of loss if not made promptly possible and Lender's security is not lessened. If the 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 connomically feasible or Lender's security would be lessened, it is insurance proceeds shall be applied to the with the property damaged, if the restoration or repair is not lessened, it is insurance proceeds shall be applied to the sum of t Lender shall have the right to hold the policies and renewals. If Lender rec uire, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

requires insurance. This insurance shall be maintained in the annotative and for the periods that Lender requires. The insurance shall be chosen by Borlov er subject to Lender's approval which shall not be 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 'extend is coverage' and any other hazards for which Lender

of the giving of notice.

agreement satisfactory to Lender subordinating the heart over this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of trke one or more of the actions set forth above within 10 days agrees in writing to the payment of the obligation eccured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of its lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the lien of the lien and prevent the lien of the lien and prevent the lien of the lien and lien a receipts evidencing the payments.

Borrower shall promptly discharg, any lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lien in a manner accentable to Lender; (b) contests in good

pay them on time directly to the persor o ved payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower is a payment of the paid under this paragraph. If Borrower is a payment of the payment Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

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

4. Chargest Liena. Forower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any.

Botrower shall pay these obligations in the apparatory of the property which may attain priority over this Security Instrument, and leasehold payments or ground tents, if any.

application as a credit ap linst the sums secured by this Security Instrument.

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon tay nent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

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 to be paid, Lender shall not be required to pay Borrower any interest to rearnings 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

basis of current data and reasonable estimates of future escrow items.

the principal of and interest on the debt evidenced by the Mote and any prepayment and late them promptly pay when deep the Mote and any prepayment and late them the Mote.

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 Mote, until the Mote is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escow items." Lender may estimate the Funds due on the Property days are called "escow items." Lender may estimate the Funds due on the Property days are called "escow items."

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

## UNOFFICIAL COPY 3 2

#### ADJUSTABLE RATE RIDER

240567-9

| THIS ADJUSTABLE RATE RIDER is made this 16TH day of MARCH 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 given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to THE 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   |
|---|
| 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 RATE AND MONTHLY PAYMENT CHANGES  The Note provides for an initial interest rate of   |
| (A) Change Dates  The interest rate I will pa, may change on the first day of APRIL 1988, and on that day every the month thereafter. Each date on which my interest rate could change is called a "Change Date."  (B) The Index  |
| Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:   |
| 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 or is '5 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 age points (3 2 5 0 %) to the Current Index. The Note Holder will man round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my man 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 my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly meant 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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.   |
| B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN ECONOWER  |
| 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 transferce as if a new loan were being made to the transferce; 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 ferms and coveriants contained in this Adjustable Rate Rider.  |
| (Seal)  |
| PAUL R. VIK/MARRIED Borrower  |
|   |

## **UNOFFICIAL COPY**

County Clert's Office

ATTENTION: DOLORES IMANSKI

RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
TOAN ASSOCIATION OF ILLINOIS
A740 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453