

UNOFFICIAL COPY

BOX 333 - WJ

AND TRUST COMPANY
HERITAGE BRENNEN BANK
27500 OAK PARK AVENUE
TINLEY PARK, IL 60477

RECORD AND RETURN TO:

PREPARED BY: FELICIA WILLIAMS
TINLEY PARK, IL 60477
NOTARY PUBLIC, STATE OF ILLINOIS
NOTARIAL COMMISSION EXPIRES: 6/12/16

MY COMMISSION EXPIRES:

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 2 NOVEMBER, 1988.

SEAL FOR THE

SIGNED AND DELIVERED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY ARE

DO HEREBY CERTIFY THAT RONALD F. ROSE AND LINDA K. ROSE, HUSBAND AND WIFE
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE

1. THE SUBLICENSING AGREEMENT. A. NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

COUNTY IS:

Cook

STATE OF ILLINOIS.

(Space Below This Line for Acknowledgment)

BORROWER
(Seal)

BORROWER
(Seal)

LINDA K. ROSE
(Seal)

RONALD F. ROSE
(Seal)

BY SIGNING BELOW, BORROWER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

OTHER(S) (SPECIFY)

GRADUATED PAYMENT RIDER

PLANNED UNIT DEVELOPMENT RIDER

COMMOMIUM RIDER

FAMILY RIDER

INSTRUMENT. (CHECK IF LIQUIDATEABLE BOX (a))

THIS SECURITY IS A DOCUMENT, THE COVENANTS AND AGREEMENTS OF EACH SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY. THIS SECURITY IS A DOCUMENT, THE COVENANTS AND AGREEMENTS OF EACH SECURITY INSTRUMENT AS IF THE RIDER(S) WERE A PART OF THIS SECURITY. IF ONE OR MORE RIDERS ARE ACCREDITED BY BORROWER AND RECORDED TOGETHER WITH

22. WAIVER OF HOMEOWNER'S LIABILITY. BORROWER WAIVES ALL RIGHT OF HOMEOWNERSHIP ACCOMPLISHED IN THE PROPERTY.

23. RELEASE TO THIS SECURITY LENDER. UPON PAYMENT OF ALL SUMS RECORDED BY THIS SECURITY INSTRUMENT, LENDER SHALL RELEASE THIS SECURITY

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30. LENDER IN POSSESSION, UPON RECEIPTION FOLLOWING PAYMENT OF ALL SUMS RECORDED BY THIS SECURITY

31. LENDER SHALL BE ENTITLED TO COLLECT ALL EXPENSES INCURRED IN PURSUING THE REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING

32. SECURITY INTEREST WITHOUT FURTHER DEMAND AND DUE THIS SECURITY INSTRUMENT BY LENDER

33. SECURITY INTEREST IN THE PROPERTY FOR WHICH THIS SECURITY INSTRUMENT IS NOT CURED BY LENDER

34. THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS DISCRETION MAY RECLAM REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING

35. SECURITY INTEREST IN THE PROPERTY FOR WHICH THIS SECURITY INSTRUMENT IS NOT CURED BY LENDER

36. THE DATE SPECIFIED IN THE NOTICE, LENDER AT ITS DISCRETION MAY RECLAM REMEDIES PROVIDED IN THIS PARAGRAPH 19, INCLUDING

37. SECURITY INTEREST IN THE PROPERTY FOR WHICH THIS SECURITY INSTRUMENT IS NOT CURED BY LENDER

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48. SECURITY INTEREST IN THE PROPERTY FOR WHICH THIS SECURITY INSTRUMENT IS NOT CURED BY LENDER

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O
11-78-081

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 SEP -8 AM 10:03

88408232

This Document is Being rerecorded To correct The
Legal Description

88408232

\$16.00

(Space Above This Line For Recording Date)

MORTGAGE

4000013

\$16.00

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 2
1988 The mortgagor is RONALD F. ROSE AND LINDA K. ROSE, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to HERITAGE BREMEN BANK
AND TRUST COMPANY
which is organized and existing under the laws of THE STATE OF ILLINOIS
17500 OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477
Borrower owes Lender the principal sum of
SIXTY THOUSAND AND NO/100

Dollar (\$U.S.) 60,000.00 1. 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 OCTOBER 1, 2018 This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:
LOT 2 IN BALEK'S COUNTRY CLUB SUBDIVISION BEING A SUBDIVISION OF
LOT 7 IN CHARLES D. ETTINGER'S MIDLOTHIAN SUBDIVISION OF THE EAST
541.60 FEET OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9 AND
THE SOUTH 25 FEET OF THE EAST 541.60 FEET OF THE WEST 1/2 OF THE
SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID TRACT, THE NORTH
14.50 FEET OF THE WEST 220.80 FEET OF THE EAST 270.80 FEET OF SAID
LOT 7) IN COOK COUNTY, ILLINOIS.

28-09-104-002

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 OCT -4 AM 11:02

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88408232

which has the address of 14515 LINDER
(Street)

MIDLOTHIAN
(City)

Illinois 60445
(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
foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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the date of discharge of the Note and shall be payable, with interest, upon notice from Lender to Borrower.
Any assignment, distribution by Lender and transfer of security interest to another person, the assignee shall bear interest from
Securities Interests, unless Borrower and Lender make other arrangements.

Lender may make such assignments and transfers as it deems necessary. Lender shall have no right to do so.
Lender may file a certificate of payment and discharge of the Note and its security interest in the Property, to make records. Although
in the Property, Lender's actions may do and pay for whatever is necessary to perfect the Property and Lender's rights
against him (such as a proceeding in bankruptcy, probate, or condemnation of the Property) and Lender's rights
against Lender in the Security Instrument, or there is a legal proceeding that may significantly affect
co-contractors and other parties concerned in the Security Instrument, or there is a merger or acquisition of the
Property or Lender, subject to the Property; **Notwithstanding**.

7. Pre-cessation of Lender's Rights in the Property; Assignment; Sale. If Borrower fails to perform the
covenants and obligations contained in this Security Instrument, or if there is a legal proceeding that may significantly affect
the title of Lender or his heirs, executors, administrators, or trustees, Lender agrees to the merger in writing.
Borrower shall now merge unless Lender agrees to the merger in writing.

8. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

6. Preservation of the Property; LaserHold. Borrower shall not destroy, damage or subdivide
natural detriment immediately prior to the acquisition.

7. Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Lender agrees to the merger in writing.
Borrower shall now merge unless Lender agrees to the merger in writing.

8. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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10. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

11. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

12. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

13. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
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preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

18. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

19. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

20. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

21. Payment of Pre-cessation of Lender's Rights in the Property; Assignment; Sale. Borrower agrees to the terms of this Note and
change the Property to determine or committ waste. If this Security Instrument is on a leasehold,
preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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preservation of the Property; **LaserHold.** Borrower shall not destroy, damage or subdivide

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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MULTISTATE ADJUSTABLE RATE NOTE

Form 3118 12-87

B45A 01/27

to the new fixed rate is called the "Conversion Date."

The first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

An adjustable rate will interest rates to the fixed rate equivalent under Section 5(b) below.

To do so, the "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from

I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me

(A) Option to Convert to Fixed Rate

2/2

3. FIXED INTEREST RATE CONVERSION OPTION, DOES NOT APPLY

to a fixed interest rate, as follows:

The Note provides for the Borrower's option to convert from an adjustable interest rate with limits

2/2

B. FIXED INTEREST RATE OPTION

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.

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law

(F) Notice of Changes

beginning on the first monthly payment date after the Change Date until the amount of my monthly payment begins

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment

the "Maximum Rate".

for the preceding 12 months. My interest rate will never be greater than 13.50% , which is called

or less than 5.50%. XXXXX%. The effective date in full on the new monthly date of decreased

The interest rate will remain to pay at the first Change Date will not be greater than

(D) Limits on Interest Rate Changes

in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the

Change Date.

Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next

The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%).

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND

(C) Calculation of Changes

If the Note Holder will no longer available, the Note Holder will choose a new index which is based upon comparable

is called the "Current Index".

by the Federal Reserve Board. The most recent and figure available as of the date 45 days before each Change Date

weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available

beginning with the first Change Date, my adjustable interest rate will be based on an index. The "Index" is the

(B) The Index

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

19 89 , and pay may change on the first day of OCTOBER

The adjustable interest rate and the monthly payments, as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

Borrower and consider further coveram and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

THE ADJUSTABLE RATE TO A FIXED RATE.
RATE THE BORROWER MUST PAY, THE NOTE ALSO CONTAINS THE OPTION TO CONVERT
ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE BORROWER'S
AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE
AND THE ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

(Proprietary Address)

14525 LINDEN, MIDLOTHIAN, ILLINOIS 60445

same date and covering the property described in the Security instrument and located in (the "Index") of the

AND TRUST COMPANY
Borrower's Adjustable Rate Note (the "Note") to HERITAGE BREMEN BANK

or Security Deed (the "Deed") of the same date given by the undersigned (the "Borrower"), Deed of Trust

19 88 , and is incorporated into and shall be deemed to amend and supplement the Note, Deed of Trust

THIS ADJUSTABLE RATE RIDER is made this 2ND day of SEPTEMBER

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

ADJUSTABLE RATE RIDER 4000013

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If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$ ~~XXXXXX~~ *100*; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Ronald F. Rose _____ (Seal)
RONALD F. ROSE Borrower

Linda K. Rose _____ (Seal)
LINDA K. ROSE Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

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