88457854

(Space Above This Line For Recording Data) .

LOAN NO. 011813415

MORTGAGE

88457854

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 19, 1988 . The mortgagor is EUGENE J PALL AND IRENE S PALL, HIS WIFE ("Borrower").
This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower a wes Lender the pricipal sum of NINETY THOUSAND INT NO /100-(U.S. 90,000.00). 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 OCTOBER 1, 2018 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all rine wals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to project 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 he following described property located in County, Illinois:

PARCEL 1: ALL THAT PART OF LOT 65 IN EDELWEISS IN THE PARK UNIT 2 BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN HI) 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE LINE BEING 81.43 FEET SOUTHERLY OF THE NORTHEAST TO CORNER OF SAID LOT 63 (AS MEASURED ALONG THE EASTERLY LINE THEREOF) AND 77.42 (ARC) COUTHERLY OF THE NORTHWEST CORNER OF SAID LOT 65 AS MILSURED ALONG THE WESTERLY LINE, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: FASEMENTS FOR INCRESS AND ECRESS FOR THE BEFARETT OF PARCEL 1 AS SHOWN ON PLAT OF SUBDIVISION RECORDED AS DOCUMENT € NUMBER 87-535521.

PIN 23-23-401-005 vol. 152

TRAN 2721 10/05/88 11:03:00 îEPT 01 1#444 TRAN #8579 # 17 *-88-457854

COOK CHUNTY RECORDER

which has the address of ("Property Address");

11541 VIENNA PALOS PARK IL 60464

\$18.00 MAIL

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

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

C BINDS ALL COPY OF THE BENEFIT OF T

CHICAGO, IL 60635 6700 W NORTH AV ST PAUL FEDERAL BANK FOR SAVINGS MICHAEL J. O'COMOR

This instrument prepared by:

98 el . Telaspez lo yat	Given under my hand and official seal, this 19 My Mand and official seal, this 19 My Mand and official seal, this 19 My Mander my hand and official seal, this change is 30, 1989
free and voluntry act, for the uses and purposes therein	es tnemutient bias ent beieverd and delivered the said instrument as
inis day in person, and acknowledged that	subscribed to the foregoing instrument, appeared before me
me to oe the same person(s) whose name(s)	betsonally known to
Time C	do hereby certify that ENGENE J PALL And INSTER
, a Notary Public in and for said county and state,	' LHE (NDERSIGNED
County ss:	State of Illinois, COOK
HEALE S PALL	
MONTH TO BALL BOLLOWER (Seal)	Clera
	Instrument and in any reder(s) executed by Borrower and
UM :s to the terms and covenants contained in this Security (
it Development Rider	() thet(s) (sp city)
	Adjustable Rader Condomini
	fustrument. [Check applicable box(es)]

supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

to, reasonable attorneys' fees and costs of title evidence. entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence borrower of the arms of the angle of the default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the other default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the other default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the other default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the other default or any other defense of Borrower to acceleration and default or acceleration of the default of the default or acceleration of the default or acceleration of the default of the default of the default or acceleration of the default of the applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

MON-UNIFORM COVENAMS. Bottower and Lender further covenant and agree as follows:

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

If the Property is abandoned by borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an awar (o) 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 record 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 dat of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Not Cleased; 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 Lorrower'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; Jon t 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 agriculents 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 erms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and ic; 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 co. require immediate payment in full of all sums secured by this Security Instrumer, 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 o Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or cender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal by and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Secur ty 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.

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Bottower and Lender covenant and agree as follows:

twelfth of. (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-

current data and reasonable estimates of future escrow items. payments of ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of

state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and Lender pays Botrower interest on the Funds and applicable law permits Lender to make such a charge. Botrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or the Funds, Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Botrower any interest or earnings or the Funds! Befact to Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

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

Upon particular in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than amount necessary to make up the deficiency in one or more payments as required by Lender.

application as a credit against the sums secured by this Security Instrument. immediately arios to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

paragraphs I and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

to be paid under this paragraph. It de trower makes these payments directly, Borrower shall promptly furnish to Lender Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the paragraph. 4. Chargest Liens. Bernower shall pay all taxes, assessments, charges, fines and impositions attributable to the principal due.

good faith the lien by, or defends against enjoicement of the lien in, legal proceedings which in the Lender's opinion agrees in writing to the payment of the foligation secured by the lien in a manner acceptable to Lender; (b) contests in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (8) receipts evidencing the payments.

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property operate to prevent the enforcement of the lien of confeiture of any part of the Property; or (c) secures from the holder of the property; or (c) secures from the holder of the property; or (c) secures from the holder of the property; or (c) secures from the holder of the property; or (c) secures from the holder of the property; or (c) secures from the holder of the property; or (c) th

nuteasonably withheld. The insurance carrier providing the insurance shall be chosen by Arrower subject to Lender's approval which shall not be insured against loss by fire, hazards included within the torm "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires.

carrier and Lender, Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, 3017 ower shall give prompt notice to the insurance All insurance policies and recewals shall be acceptable to Leider and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use thy proceeds to regain 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessoned, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance products shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

postpone the date of the monthly payments referred to in paragraphs I and 2 or change the antount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially this Security Instrument immediately prior to the acquisition. if under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance publics and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of me sums secured by

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

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

Lender may take action under this paragraph 7, Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, radnestrug payment.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the

LOAN NO.

011813415

DATE

SEPTEMBER 19, 1988

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

11541 VIENNA, PALOS PARK IL 60464

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notivithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federi I National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lende 's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

EUGENE I PATAL

RENE & PALL

Borrower

LOAN NO. 011813415

DATE SEPTEMBER 19, 1988

This Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender" or "Note Holder") of the same date herewith (the "Note") and covering the Property described in the Security Instrument and located at:

11541 VIENNA, PALOS PARK IL 60464

(Property Address)

NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE FIRST YEAR(S) OF THE NOTE. THE REMAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initia interest Rate of
the principal amount of the Note. Note interest rate may be changed on the 1st day of the month beginning on OCTOBER 1, 1389————————————————————————————————————
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Monthly National Median Annualized Cost of Funds for FSLIC-insured savings and loan associations.
To set the new interest rate before each interest Change Date the Note Holder will first add
TWO AND THREE QUARTERS percentage points to the Current Index.
The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-cighth of one percentage point (0.125%).
This rounded amount will be the new interest rate until the next Change Date provided that on the first Change
Date the new interest rate will not be increased more than——ONE HALF————————————————————————————————————
U _x
The first————————————————————————————————————
the amount of the monthly payments will be determined in accordance with the terms of the Note and will always be sufficient to repay the unpaid principal balance in full, in substantially equal payments by the final payment date.

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

(Seal)

Borrower

IRANE S PALL

(Seal)
-Borrower

2425 MAR 88 (ARM 2N MR1)(BUYDOWN)



LOAN NO. DATE

011813415 SEPTEMBER 19, 1988

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider(the "Rider") to the Mortgage, Deed of Trust or Security Deed(the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned(the "Borrower") to secure Borrower's Adjustable Rate Note with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") and dated the same date as this Addendum (the "Note"). covering the property described in the Security Instrument and located at:

> 11541 VIENNA, PALOS PARK IL 60464 (Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further convenant and agree as follows:

A. FIXED ATTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

t. Option to Convert to Fixed Rate

I have a Confession Option which I can exercise at any time unless I am in default or this Section At or Section 43 selow will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:(a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to TWO PERCENT (2.0%) — of the unpaid principal I am expected to owe on that -\$250.00---;-(d)-by the Conver-Conversion Date plus U.S. sion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder require to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Homa Lorin Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day reandatory delivery commitments in THREE EIGHTHS effect as of the date 15 days before the Conversion Date, plue

. At no time shall the interest rate at con-OF ONE PERCENT (0.375 %) version be above 13.5% per annum. If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the stated value of the property.

4. Determination of New Payment Amount

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 by the final payment 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 final payment date.

UNOFFICIAL COPY

B. ASSUMPTION OPTION

The provisions of Uniform Covenant 17 of the Security Instrument provides 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 falls 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.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that pilor to the sale or transfer, (a) Borrower is not in default of the terms and conditions of the Security Instrument and the Note, (b) the credit of the person to whom the Property is to be sold or transferred is satisfactory to Lender, (c) Lender is paid Lender's then applicable assumption fee, (d) the person to whom the property is to be sold or transferred executes an assumption agreement acceptable to Lender wherein such person egrees to assume all of the Borrower's obligations under the Security Instrument and the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Loan River.

38457851

____(Seal)

EUGENE J PALLEBOITOWER

IRENE S TALLBOROWER