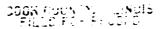
UNOFFICIAL COPY - 1



1588 DCT 12 AN 10- 04

88468251

88468251

(Space Above This Line For Recording Data)

MORTGAGE

257564-7

\$16.00

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 11 1988 The mort agor is JACK E. BERRY AND MARY J. BERRY, HUSBAND AND WIFE

("Borrower"). This Sicurity Instrument is given to THE TALMAN HOME PEDERAL 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 HARLEN

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of SIXTY THOUSAND AND NO/100

Dollar (U.S. 5 60,000.00). 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 PEBRUARY 12, 2009

This Security Instrument secures to Lender: (a) the repayment of the debt e idenced by the Note, with interest, and all renewals, extensions and modifications: (b) the payment of all other sums. With interest, and considerations and all other sums.

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 Borroy er'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

County, Illinois: COOK LOT 19, IN BLOCK 2 OF MOON LAKE TRAILS UNIT 1, A SUBDIVISION OF PARTS OF THE SOUTH EAST 1/4 OF SECTION 7, AND THE SOUTH WEST 1/4 OF SECTION 8, ALL IN TOWNSHIP 41 NORTH, PANGE 10, EAST OF THIRD

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINCIS. Clort's Office

07-08-304-002-0000

which has the address of 1954 CRESCENT LANE

HOPPMAN ESTATES

Illinois

60194

("Property Address"):

[Street]

[Zip Code]

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 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.

ILLINOIS-Single Family-FNMA/FHIMC UNIFORM INSTRUMENT

Form 3014 12/83

-6F(IL) (8801)

YMP MORTGAGE FORMS + (313/293 8100 + (800 521 7281

NOS-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwize). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date 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 noneexistence of a default is not cured on or before the above the sale of the default is not cured on or existence of a default or any other acceleration and foreclosure. If the default is not cured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by before the date specified to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. But default to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including. But singly the securable attentions and eartifles and in pursuing the remedies provided in this paragraph 19, including.

but not limited to, reasonable attorneys' fees and costs of title evidence.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Ridger to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Cheek at plicable box(es)]

Condominium Rider

ARE	personally known to me to be the same person(s) whose natives)	•	
	BERRY AND MARY J. BERRY, HUSBAND AND WIFE	JACK B.	do hereby certify that
and state,	, a Notary Public in and or said county a	rsigned	l. the unde
	County ss:	McHenry	STATE OF ILLINOIS,
	[Space Below This Line For Acknowledgmer.]		
(Seal)			
(Iso2) newornog-			
(les2)	MARY B. BERRY/BIG WIFE		
(Scal)	JACK B. BERRY 1911/8.		
Security	respects and agrees to the terms and covenants contained in this of Detrower and recorded with it.	JELOW, Bornst rider(s) execute	By Signing B Resembly and in any
			Other(s) [spo
ŕ	Development Rider	Sicht Rider	T bataubend

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

MOMM W

OCLOBER

THEIR free and voluntary act, for the uses and purposes therein

day of

ACCOM IN

OLLICIM SEM

88 61 .

TabiA ylimeA 1-2 🛄

Given under my hand and official seal, this

My Commission expires:

BOLLING MENDOWS, IL 60008 MARIEUE SAWYER PREPARED BY:

signed and delivered the said instrument as

nəbi R 🚅 🖓 əldasızı (bA 🛄

RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME PEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLIAMS
1701 W. GOLP RD.-TRE 110
TOWER
ROLLING MEADOWS, IDLIAMS
ROLLING MEADOWS, IDLIAMS
ATTENTION; MARLENE SAWYER
ATTENTION; MARLENE SAWYER

UNOFFICIAL COPY

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

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 outli orized 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 Lenger 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 or erate 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 any tization 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 Board; 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 a treements 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 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 suchs 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 was unent 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 horrower. 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 an 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 of 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 for 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.

4

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect If Borrower fails to perform the

7. Protection of Lender's Rights in the Property: Mortgage Insurance.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or subgraphs of the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a fessivold, the property is a fessivold.

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security loom 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 🚉 ill not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the property or to pay sums secured by this Security Instrument, whether or not then due. The M-dry period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any wess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall in applied to restoration or repair errier and Lender. Lender may make proof of loss if not made promptly by Borrow er

all receipts of paid premiums and renewal notices. In the event of loss, Borrower 'aril give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unressonsbly withheld. insurance carrier providing the insurance shall be chosen by Borrower surject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the arcoint and for the periods that Lender requires. The

5. Hazard insurance. Borrower shall keep the implovements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or nace or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a prevent the enforcement of the lien or forfeiture of Any rart of the Property; or (c) accures from the holder of the lien an agreement satisfactory to Lender subordinating the liet, to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation 'ecured 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; (b) contests in good

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a)

receiple evidencing the payments.

to be paid under this paragraph. If Borrawer makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person wed payment. Borrower shall promptly furnish to Lender all notices of amounts Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall Property which may attain prior, y over this Security Instrument, and leasehold payments or ground rents, if any. Chargest Liens. Dorre wer shall pay all taxes, assessments, charges, fines and impositions attributable to the

Mote: third, to amounts payably under paragraph 2, fourth, to interest due, and last, to principal due,

3. Application of P lyments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shail it applied: first, to late charges due under the Note; second, to prepayment charges due under the

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

any Funds held (by Lander Hunder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prive to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of amount necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the 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 Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge,

reporting service shall not be a charge for purposes of the preceding sentence. Borrower and 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 by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed or 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 basis of current data and reasonable estimates of future escrow items.

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 "escrow items." Lender may estimate the Funds due on the one-iwelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

UNOFFICIAL COPY | |

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the fuil amount of any brweekly payment on the date it is due. I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of \$15\$ calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$5\% of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due. I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 about and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above:
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above:
- iii) If for any reason (including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biwee (ty payment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by mirans other than automatic deduction. Once converted, payments can never be changed back to biweekly rule dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming if the yments had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder electroto convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of dates which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, Vivill pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Naturity Date. I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
- 2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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

may C. Blu

BERRY

MARY J./BERRY/HISCWIPE

__(Sea!) Borrower

(Seal)

FOR ILLINOIS USE ONLY

€.

AB46825

• • • •

UNOFFICIAL COPY

BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 11TH day of OCTOBER

19 88 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 Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the SeILLINOIS curity Instrument and located at:

1954 CRESCENT LANE, HOPPMAN ESTATES, ILLINOIS 60194

Property Address

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

A. BIWEEKLY FARMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

- 1. (omitted)
- 2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

- 3. PAYMENTS
 - (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on NOVEMBER 17 19 88 . I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTE HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 274.42

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will rine intain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its rossession my written authorization and voided check for the account from which my biweekly payment; will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all by biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on FERRUARY 12, 2009 , which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

- 5. (omitted)
- 6. (omitted)