···SS-515009

.... (Space Above This Line For Recording Data) ..

LOAN NO. 011824883

## MORTGAGE

NOVEMBER 1, 1988 THIS MORTGAGE ("Security Instrument") is given on The mortgagor (s) FFILIP G CAROLLO AND THERESE A CAROLLO, HIS WIFE "Borrower'Sa 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 606. ("Lender"). Borrower e ver Lender the pricipal sum of ONE HUNDRED SEVENT, THREE THOUSAND, SIX HUNDRED AND NO /100--p. This debt is evidenced by Borrower's note dated the same date as this Security. 173,600.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable out-DECEMBER 1, 2003 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renegrals, 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, Bottower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 1 IN BLOCK 3 IN NAVAJO HILL JUBDIVISION BEING A SUB-DIVISION OF PART OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 37 CIA CORRECTOR NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN #24-30-418-001

88515009

1107/88 14-29-96 10 44-68 11/07/88 14-29-96 10 44-68 53.5009 COOK COUNTY RECORDER

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

6605 W 125TH ST PALOS HEIGHTS IL 60453... NIF-IL

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 nereafter 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.

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MICHAEL J. O'CONNOR ST PAUL PEDERAL BANK FOR SAVINGS ST PAUL PEDERAL BANK FOR SAVINGS

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ss ajuno.)		COOK	State of Illinois.
THERESE A CAROLILO HOLLING	77		
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2-4 Family Rider	Condomnium Rider		A Administration K

Instrument, it nock applicable dox(es)] supplement, it ecosonants and agreements of this Security Instrument as if the rider(s) were a part of this Security

23. Riders 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

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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, including the property and to collect the rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument receiver's foot payment. Upon payment of all sums secured by this Security Instrument, I ender shall release this Security.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

Of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). 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 failure to cure the default on or before the date specified in the notice and respecified in the notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the notice and the right on or before the date specified in the routice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. Lender at its option may foreclosate this Security Instrument by judicial proceeding the remained and foreclosure proceeding the right to reinstate at its option may foreclose this Security Instrument by judicial proceeding. Lender at his option without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited entitled to collect as expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited entitled to collect as costs of title evidence.

VON-UNIFORM COVENAVIS. Borrower and Lender further covenant and agree as follows:

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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 cettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender as at thorized 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 Lende, 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 No. Released: Forbearance By Lender Not a Walver. 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 appearate 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 argustization 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 preclade the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the si eccessors 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 covagrees 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: at any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any at as already collected from Horrower 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. It 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 at 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 step's specified in the second paragraph of

paragraph 17.

14. Notless. Any notice to Borrower provided for in this Security Instrument's nail 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 and the 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. It 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 I ender'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 I ender it 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. I ender 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.

eriore and interest on the debt evidenced by the Note and any propayment 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. Borrower and Lender covenant and agree as follows:

blodasaal ylraay (d) jinamuulyili giruuaa Seiti asee qiinin priotiin giridha ye giridha asee and asee ali do dillawi Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or sman words amin' to sammisa oldenoseat die eteb maries payments of 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 hasis of

three purpose to which cach debut of the Funds was made. The Funds are pledged as additional security for the sums bus shand of entrower, without charge, an annual accounting of the brand siroword credits and debits to the shand requires inferest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender wil oldwilligg to obem stifting the manage in research that the band of the bonds of the property of the papers of the property of the propert Lender may not charge for holding and applying the Funds, analyzing the account or seritying the excross items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and smail worses and yaq of educing the brind an institution. Lender shall apply the Funda of paying a series

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

Funds held by Londer. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than bon before in full of all sums secured by this Security Instrument, Conder shall promptly refined to Horrower any mount necessary to make up the deficiency in one or more payments as required by I ender.

mountsuf Entinous sign of painous sums ognisation of its geometry fustumment immediately from the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of

ranp jediourid 3. Application of Payments. Unless applicable law provides otherwise, all payments received by I ender under paragraphs 2, second, to interest due, and last, to paragraphs 2, second, to interest due, and last, to

-squauryed ayr Burauapiya sidiaaar Bortower shall pay these obligat, ms in the manner provided in paragraph 2, or it not paid in that manner, Bortower shall pay these obligat, manner, Bortower shall prompily to the payers on time directly to the private and under this paragraph. It is tower makes these payments directly, Bortower shall prompily furnish to Lender to be paid under this paragraph. It is tower makes these payments directly, Bortower shall prompily furnish to Lender and under this paragraph. Property which may attain printity over this Security Instrument, and leasehold payments or ground rents, it any Chargest Liens. Borte wer shall pay all taxes, assessments, charges, fines and impositions attributable to the

capiton to griving of no eveb a notice identifying the lien. Borrower shall satisfy the her or take one or more of the actions set forth above within 10 το κοτίος ο κιβίλεια τορμος Γυμοιματίκας Κιμποος κιμιτέλο διμομά μέτην δειμήσια κοι με οι ποσίμε κι ζωοδους ομμ You an agreenent satisfactor to Lender subordit at no that to this Security Instrument. If Lender determines that any good taith the hen by, or defends against estisteement of the hen in, legal proceedings which in the Lender's opinion operate to present the enforcement of the Property; or (c) secures from the holder of the m steamon (d) the payment of the "angaten seemed by the firm a manner are polarized for the property (b) the second Borrower shall promptly discharge any ben which has priority over this Security Instrument unless Borrower: (a)

-pjaqquw Ajqenoseaiun The insurance carrier providing the insurance shall be chosen by the replace to Lender teapers at which shall not be Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires insured against loss by lite, hazards included within the "cim" extended coverage" and any other hazards for which S. Hazard Insurance. Horrower shall keep the improvements now existing or hereafter erected on the Property

carrier and Lender. Lender may make proof of loss it not made promote and taken all receipts of paid premiums and renewal notices. In the event of loss, Bow lower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender "equites, Borrower shall prompily give to Lender asund agregation business and increase and the second of contraction of the same of the same of the second and the second of the same of t

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The Product period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lende. That the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with the excess paid to Borrower. It restoration of repair is not economically leasible of Lender's security would be lessened, the insurance proceeds shall be off the Property damaged, if the restoration or regain as conomicable adders based and transported by the Unless Lender and Borrower otherwise agree in writing, insurance proceed solul be applied to restoration or repair

postpone the date of the monthly payments referred to in paragraphs I and 2 or change the amond the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds Colless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

6. Preservation and Maintenance of Property, Leaseholds. Borrower shall not destroy, damage or substantially quis geentify justimiteur immequifically brior to the acquisition. resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sams secured by

anning an rogrom off of soorge radical evolue agrom for thats old you bus Borrower shall comply with the proxisions of the lease, and it Borrower acquires fee title to the Property, the leasehold сранже сре 5 горессу, адож сре Реорессу го дезелогате от солими жазы. И тиз Security изглатель го в базером,

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 off in stight should bin yriopot for the property to profess of the broperty and the bin oblight of the property and the property of the prope rights in the Property (such as a proceeding in bankruptey, 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 2. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower Isils to perform the cornerati

ាប១យក់មថ និបា្សន១៧៦១៖ from the date of dishursement 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

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

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Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the It Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument.

insurance terminates in accordance with 30n owers and Lender's written agreement of applicable law.

# UNOFFICIAL COPY LOAN RIDER 5 1 5 0 0 9

LOAN NO

011824883 NOVEMBER 1, 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:

6605 W 125TH ST, PALOS HEIGHTS IL 60453

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding 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 Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

Borrower

THERESE A CAROLLO

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LOAN NO.011824883 DATE NOVEMBER 1, 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:

6605 W 125TH ST, PALOS HEIGHTS IL 60453

(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 coverant and agree as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an Initial Interest Rate of \_\_\_\_\_\_\_9.500 % \_\_\_\_\_\_ Beginning on the date of the Note, the Borrower will pay interest at a yearly rate of \_\_\_\_\_\_9.500 % \_\_\_\_\_ until the first Change Date. This rate of interest is called the '3: down interest Rate. The Buydown interest Rate is a reduction of the initial interest Rate and is made by the Lender in exchange for the payment of a "buydown" fee from the Borrower to the Lender in an amount equal to \_\_\_\_\_\_\_\_ ZERO percent dependent of the Note. The Note interest rate may be changed on the 1st day of the month beginning on \_\_\_\_\_\_\_ DECEMBER 1, 1989 \_\_\_\_\_\_ and on that day of the month every 12 months thereafter. Each date on which the rate of nigrest may change is called a Change Date.

Changes in the interest rate are governed by ritinges in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Morthly National Median Annualized Cost of Funds for FSLIC-insured savings and loan associations.

To set the new interest rate before each interest Change Cate the Note Holder will first add ......

		ONE HALF percenta				
The Current in	dex is the most	recent Index figure a	avallable 45 days p	orlor to each Ch	ange Date.	The Note
Holder will the	n round the resu	ilt of this addition to t	he nearest une-eld	hth of one perc	entage point	(0.125%).
		e new interest rate unt				
		not be increased m				
		or decreased m				ercentage
		tial Interest Rate set f				n Interest
Rate) and prov	ided further that	on any subsequent	Change Date the i	new increst rate	will not be	increased
		iiWO				
		the Note shall the Inte			per annum	
than 12.90					)_	
The first		monthly paymer	nte dua undar tha	Note will each	oc in the r	amount of

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

# Noum to adjustable hate Lyan Riber

(Fixed Rate Conversion and Assumption Options)

LOAN NO. 011824883

NOVEMBER 1, 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:

## 6605 W 125TH ST. PALOS HEIGHTS IL 60453

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:

### FIXED INTEREST RATE OPTION

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

1. Option to Cornert to Fixed Rate

I have a Conversion Option which I can exercise at any time unless I am in default or this Section At or Section A3 polow will not permit me to do so. The "Conversion Option" is my option to convert the interest lete 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 Hold in 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, injust pay the Note Holder a conversion fee equal to Instrument: Conversion Date plus U.S \_\_\_(d)\_by the Conver-and (e) I must sign and give the Note Holder any door ments the Note Holder require to effect the conversion.

#### 2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day randatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus ate, plus ( SEE BELOW \* )
At no time chall the interest rate at con-

version be above 13.5% per annum. If this required net yield is not avrillable, 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 prepaind by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee foliation 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 unpakl 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.

\* ADD APPROPRIATE PERCENTAGE BASED ON LOAN BALANCE AT TIME OF CONVERSION: 2427 FEB 88

Add 0.375 % . . . . . for loan balances to \$ 168700.00 0.625 % . . . . . from \$ 168701.00 to \$ 250000.00 0.875 % . . . . . from \$ 250001.00 and above.

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### 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 price 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 Instrurnent without further notice or demand on Borrower.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to a celerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that, prior 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 agrees 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 Ride/: 204 COUM

(Seal) Borrower PHILIP G CAROLLO

THERESE A CAROLLO

(Seal) Borrower