UNOFFICIAL COPY.

RETURN TO: FIRST FINANCIAL SAVINGS ASSOCIATION

1305 MAIN STREET

STEVENS POINT, WISCONSIN

ATTN: RECORDS DEPARTMENT



88550121

(Space Above This Line For Recording Data)

APPL# 80714307 ML# 2910056848

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 29TH The mortgagor is JOHN T ZEIGER and B LYNN ZEIGER, HUSBAND AND WIFE

("Borrower") This fee irity Instrument is given to FIRST FINANCIAL SAVINGS ASSOCIATION

which is organized and existing under the laws of THE STATE OF WISCONSIN 1305 MAIN ST, STRUZNS POINT, WISCONSIN 54481

, and whose address is

("Lender").

Borrower owes Lender the principal sum of EIGHTY NINE THOUSAND NINE HUNDRED AND NO/100

Dollars (U.S. \$ 89,900.00

). 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 DECENBER 1ST, 2018

This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, vith interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Bong ver's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mor gage, grant and convey to Lender the following described property

located in

COOK

County, Illinois:

THAT PART OF LOT 16 IN BLOCK 4 IN OAK RIDSE TRAIL UNIT TWO, BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 0' SECTION 22, AND THE NORTHWEST 1/4 OF SECTION 27, BOTH IN TOWNSHIP 41 NORTH, RANGE 9. EAST OF THE THIRD FRINCIPAL MERIDIAN, ACCORDING TO THE FLAT THEREOF RECORDED JULY 19, 1988 AS DOCUMENT 8831.460. DESCRIBED AS FULLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 17, A DISTANCE OF 125 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17: THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SHIP OF 17, SAID LINE FORMING A DEFLECTION ANGLE TO THE LEFT OF 77 DEGLES 59 MINUTES 11 SECONDS WITH THE EXTENSION OF THE LAST DESCRIBED LONE, A DISTANCE OF 38.29 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS A DEFLECTION ANGLE TO THE LEFT OF 89 DEGREES 52 MINUTES 31 SECONDS WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 129.05 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 17; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LOT LINE, LINE BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 310 FEET, AN ARC-DISTANCE OF 65.06 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN #06-27-101-001

which has the address of 1212 OAKRIDGE DR

STREAMWOOD

Illinois

60107

("Property Address");

[Street]

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.

UNOFFICIAL COPY

Prepared by: Tammy LaBonne, 1305 Main St., Stevens Point, WI 54481

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ender shall release this Security	his Security Instrument, I	il sums secured by t Borrower shall pay an	s to insmysq i	Release. Upor	.12
1 to, receiver's fees, premiums on rity Instrument.	including, but not limited sums secured	d collection of rents, s' fees, and then to the	he Property an mable attorneys	1 To Insmegana Deser bas seaso	costs of m receiver's b
person, by agent or by judicially roperty and to collect the rents of the applied first to payment of the	g judicial sale, Lender (in ssion of and manage the P: Lender or the receiver shall	redemption following nter upon, take posse ny rents collected by i	any period of be entitled to er ose past due. A	lo noitation of receiver) shall I gnibuloni yt	prior to the appointed the Pfoper
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nent in full of all sums secured by strument by judicial proceeding. 6d in this paragraph 19, including,	ny require immediate payn In Yiteclose this Security In	em noi sg o est ise rebnes er demand na bnameb re	in the notice, L without furth	date specified i ity Instrument	before the this Secur
e foreclosure proceeding the non-					
result in acceleration of the sums Property. The notice shall further	roceeding and sale of the I	eclosure by judicial p	rot, for	this Security	secured by
the action required to cure the which the default must be cured;	ce is given to Borrower, by	iton ant stab ant mori	s than 30 days t	s date, not les	default; (c)
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19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

requesting payment.

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 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 bankrupicy, probate, for condemnation or to enforce laws or 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

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 fitle to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not desiroy, damage or substantially

Instrument immediately prior to the acquisition.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs I 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 Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

Borrower abandons the Property, or does not answer within 30 days a notice from Lender (ou) the insurance carrier has offered to settle a claim, then Lender may use the 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 20 day period will begin of the Property damaged, if the restoration or repair is economically feasible and Lender a security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessener, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceed. Shall be applied to restoration or repair Unless Lender and Borrower otherwise agree in writing, insurance proceed. Shall be applied to restoration or repair of the Borrower otherwise agree in writing, insurance proceed. Shall be applied to restoration or repair of the Borrower otherwise agree in writing, insurance proceed. Lender shall have the right to hold the policies and renewals. If Lender requir s, Borrower shall promptly give to Lender

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

unreasonably withheld.

insured against loss by fire, hazards included within the term "exten led coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amplication and for the periods that Lender requires. The insurance shall be chosen by Bosto we subject to Lender's approval which shall not be insurance shall be chosen by Bosto we subject to Lender's approval which shall not be Bottower shall keep the in oto: ements now existing or hereafter erected on the Property 5. Hazard Insurance.

of the giving of notice. agreement satisfactory to Lender subordinating the iter to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prior if; over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or act on more of the actions set forth above within 10 days notice identifying the lien. agrees in writing to the payment of the obligation, secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to I ender subordinating the inertains agreement satisfactory to I ender subordinating the inertained agreement satisfactory to I ender subordinating the inertained agreement agreement satisfactory to I ender subordinating the inertained agreement. Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments.

pay them on time directly to the person swed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to Lender and under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender and L Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Charges; Liens. Forrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any,

3. Application of Layments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs i and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payat te under paragraph 2; fourth, to interest due; and last, to principal due.

A Charges: I tense Lordon rehall now all layer accessments charges and impositions attributable to the

Lender may agree in writing that interest to be paid, Lender shall not be required to pay and requires interest to be paid, Lender shall not be required to pay a requires interest to be paid, Lender shall not be required to pay the Funds are pledged as additional security for the Funds payable prior this Security Instrument.

If the amount of the Funds held by Lender, logether with the future monthly payments of Funds payable prior to the dates of the secrow items when due, the excress shall be, at Borrower so the escrow items when due, the excress shall be, at Borrower so prion, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, the excress shall be, and an anount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any for Earder any amount necessary to make up the deficiency in one or more payments as required by Lender.

It is a secured by this Security instrument, Lender shall promptly refund to Borrower to the Conder shall be to the conder to the conder shall be to the conder to th Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

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

mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable haw or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to Lender on the Note is a sum ("Funds") equal to Lender on the Note is a sum ("Funds") expenses and the Note is a sum ("Funds") equal to Lender on the Note is a sum ("Funds") expenses and the N

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

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.

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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized 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 Leader 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 to Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the electise 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 beneat the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (2) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with a gard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this S curity 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 (r) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) at y rums 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 refurd oduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

paragraph 17.

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

UNOFFICIAL 66 2910056848

(3 Year Treasury Index-Rate Caps)

day of NOVEMBER THIS ADJUSTABLE RATE RIDER is made this 29TH , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST FINANCIAL SAVINGS ASSOCIATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1212 OAKRIDGE DR

STREAMWOOD, ILLINOIS 60107

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

A. INTEREST LATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.600 %. The Note provides for changes in the interest rate and the monthly payments, as icho vs:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of DECEMBER , 19 91 , and on that day every 36th month thereafter. Each 26th on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities ad usted to a constant maturity of 3 years, as made available by the Federal Reserve Board. The most recent Index figure a rai able as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of his choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 95/100ths percentage points (2,950 %) to the content Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the meturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

11.600 % or less than The interest rate I am required to pay at the first Change Date will not be greater if an 7,600 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 35 months. My interest rate will never be greater than %. 15.250

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

UNOFFICIAL COPY POLICY

COOK CONNIX RECORDER TRAM 8242 11/30/88 11:27:00 \$77.72

(ylnO lanigitO ngi2) **Bottower** (Seal) -Borrower (Seal)

Popolity of Cook County Clark's Office (Seal)

Borrower

Rider.

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

or demand on Borrower.

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