

CODE CORP. A. TELA TO

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MORTGAGE

20021301-7

THIS MONTGAGE ("Security Instrument") is given on	MOVERIBET 30
THIS MONTGAGE ("Security Instrument") is given on	lace M lencioni his wife
19	1405
("Borrower"). This	Security Instrument is given to
FIRST FEDER L SAVINGS AND LOAN ASSOCIATION O	F.DES.PLAINES, which is organized and existing
under the laws of United States of America ar	nd whose address is
Borrower owes Lender the principal sum of One Hundred Thi	("Lender").
Borrower owes Lender the principal sum of UDE HUNGTED	rty Five Indusand and No/100
Dollars (U.S. 513.4.4).	(U.A.M). I his debt is evidenced by borrower's note
dated the same date as this Secur tv Instrument ("Note"), which pro paid earlier, due and payable on	vides for monthly payments, with the full debt, if not 018This Security Instrument
secures to Lender: (a) the repaymer (of the debt evidenced by the l	Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all cinci sums, with interest, advan	iced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenant	s and agreements under this Security Instrument and
the Note. For this purpose, Borrower does nerely mortgage, grant an	id convey to Lender the following described property
located in	County, Illinois

Lot 33 in Cumberland Estates being a Subdivision in the North East 1/4 of Section and the West 1/2 of Section 8, Township 41 North, Range 12, East of the Third  $\frac{1}{2}$ Principal Meridian, in Cook County, Illinois. The Clerk's Office

Permanent Index Number: 09-08-100-007-000

Des Plaines 619 North Third Avenue which has the address of ..... (Street) [City] Illinois 60016 ..... ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully 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/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 44713 SAF SYSTEMS AND FORMS CHICAGO, IL

Lithe undersigned

Joseph G. Lenctont and Candage M. Lengtont, his wife

personally appeared СОЛИТУ ОЕ СООК Stoppent Ox Cook .....sionillI **30 BIATS** Lencioni Candace M. Instrument and in any rider(s) exective by Borrower and recorded with it. BY SIGNING BELOW, For ower accepts and agrees to the terms and covenants contained in this Security ZaxOther(s) [specify] Conversion/Assumption Rider Planned Unit Development Rider Tebia Inem\eq betabard [ ] 2-4 Family Rider Condominium Rider XXAdjustacle Ante Rider imited to the expiration of any period of redemption take possession of any period of redemption to the expiration of any period of redemption to the expiration of any period of redemption to the expiration of the Property and collection of rents, including, but not limited to, receiver's rees, property including those past due. Any rents collected by Lender or the receiver's rees, property including those past due. Any rents collected by Lisable and reasonable attorneys' fees, and then the property including, but not limited to, receiver's rees, property is bonds and reasonable attorneys' fees, and then the property including, but not limited to, receiver's rees, property and reasonable attorneys' fees, and then secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security.

23. Release. Upon payment of all sums secured by this Security.

24. In mester and reasonable attorneys' fees, and then the property.

25. In the secure of all sums secured by this Security instrument.

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26. In the sec supplement the sovenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Cheek applicable box(es)] this Security marget, the coverants and agreements of each such rider shall be incorporated into and shall amend and Instrument without charge to Borrower. Borrower shall pay any recordation costs. receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially 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 Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

STATE OF

COUNTY OF

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award 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 Lender, and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower No. 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 amordization 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 Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben int 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 cerms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and c agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

that Borrower's consent.

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

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 Ir strument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the its's specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrumen, shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The motice 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 Let der 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 It strument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although 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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold 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 destroy, 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 under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

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

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the present to repair or restore Unless Lender and Borrower otherwise agree in writing, insurance proceeds stall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not economically feasible or Lender's security would be lessened, 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If supplied to the supplied a lander the supplied to th

carrier and Lender. Lender may make proof of loss if not made promptly by Borryy 🥽 all receipts of paid premiums and renewal notices. In the event of loss, Borrawer shall give prompt notice to the insurance

All insurance policies and renewals shall be acceptable to Lender and include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

unreasonably withheld. 5. Hazard Insurance. Borrower shall keep the in pro-ements now existing or hereafter erected on the Property insurance 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 an outs and for the periods that Lender requires. The insurance shall be maintained in the an outs and for the periods that Lender requires. The insurance shall be chosen by Borrowe subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrowe subject to Lender's approval which shall not be

of the giving of notice. 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. It may part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give horrower a the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give horrower a notice identifying the lien. Borrower shall satisfy the lien of a security is subject to a lien which may attain priority over this Security Instrument. Lender may give horrower a notice identifying the lien. Borrower shall satisfy the lien of ake one or more of the actions set forth above within 10 days of the admitty in the lien. Borrower shall satisfy the lien of ake one or more of the actions set forth above within 10 days

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation ceured by the lien in a manner acceptable to Lender; (b) contests in good

pay them on time directly to the person awed 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 Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Lorrower 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. Hotrower shall pay these obligators it is a priority to the priority in the priority in the priority in the priority is an instrument, and leasehold payments or ground rents, if any.

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

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediated prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a creek a gainst the sums secured by this Security Instrument.

A paplication as a creek a gainst the sums secured by this Security Instrument.

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 the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Botrower's option, 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, Botrower shall pay to Lender any amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Botrower shall pay to Lender any amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Botrower shall pay to Lender any amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Botrower shall pay to Lender any

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

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-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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 COVENAUTS. Borrower and Lender covenant and agree as follows:

### ADJUSTABLE RATE RIDER 20021301-7

(Cost of Funds Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of November 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 Adjustable Rate Note (the "Note") to

First Federal Savings and Loan Association of Des Plaines

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

619 North Third Avenue, Des Plaines, Illinois 60016
[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 BORROWER MUST PAY.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provide, for an initial interest rate of 7.90 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 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 89 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the National Monthly Median Cost of Funds for FSLIC-insured Institutions as made available by the Federal Home Loan Bank of Chicago. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will ca'cu'ate my new interest rate by adding two and one half percentage points (2.50%) to the Current 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 I am expected to owe at the Change Date in full on the maturity 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

The interest rate I am required to pay at the first Change Date will not be greater than 9.90 % or less than 9.0 %. 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 twelve months. My interest rate will never be greater than 13.90 %.

#### (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.

#### B. 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 prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender

uj ų) ment unless Lender releases Borrower in writing.

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

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(IESZ) TOWOTHOUGH
Candace M. Lencioni Borrower  (Seal)  Borrower
Candace M. Lencioni Borrower
X Artyly Dinner (Seal) (Joseph G. Lencioni Borrower
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

749 Lee Street, Des Plaines IL 60016 -- Telephone: 824-6500

### CONVERSION/ASSUMPTION RIDER 20021301-7

, 19  $\frac{88}{}$ , and is incorporated This Rider is made this 30th day of November 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 FIRST FEDERAL SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at,

619 North Third Avenue, Des Plaines, Illinois 60016

(Property Address)

provided the Bornower is not in default under any of the terms of the Mortgage and Note referred to herein, and provided the property which is security for this note and the Borrowers herein meet the then standards of the Federal Home Loan Mortgage Corporation applicable to loan sales, the Association hereby grants to the Borrower the following option, to wit:

At any time during the first five (5) years of this loan, the Borrower may request, by written notice to the Association, a modification of the interest rate charged herein. Upon exercise of this option, the Association agrees to do the following:

- A. Modify the interest rate charges on this loan to an interest rate which shall be one-half percent (1/2%) over the then quoted Federal Home Loan Mortgage Corporation's Sixty (60) Day Mandatory Commitment Rate for single family homes based upon the most recent published index.
  - 1. Also, if Borrower exercises the Conversion Option within the first five years, the interest rate will never be more than 8.0 % above the initial rate of 7.9%.
  - B. Borrower and Lender agree that it the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the mortgage upon conversion, the cost incurred by the Borrower prior to the modification of the note shall be One (1) Per Cent of the unpaid balance.
- C. If at the time of the exercise of this option, the Federal Home Loan Mortgage Corporation's Sixty (60) Day Mandatory Commitment Rate referred to herein is not in use, the Association is authorized to choose, at its discretion, another comparable index.

#### **ASSUMABILITY**

Upon sale of the subject property the Borrower may elect to have his existing balance and rate assumed. If the purchaser applies and meets our then prevailing credit standards, an assumption may be effected. Upon completion of the assumption agreement and upon receipt of a 1% assumption fee, the mortgage shall be considered assumed and the previous owner's liability released. Once the conversion privilege has been exercised this assumption provision is null and void. This paragraph supercedes section "D" on the Adjustable Rate Loan Rider.

Dated this 30 day of November , 19 88.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF DES PLAINES

Authorized Signature

Vice President

BORROWER ACKNOWLEDGING RECE**L**RT:

BY:

Candace M. Lencioni

REV. 12/87

Property of Cook County Clerk's Office