

83010570

UNOFFICIAL COPY

86010570

(Please Note The Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 22, 1987. The mortgagor is Alan L. Weyhrich and Yvonne L. Weyhrich, his wife ("Borrower"). This Security Instrument is given to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America, and whose address is 5456 North Belmont Avenue, Chicago, Illinois 60641 ("Lender"). Borrower owes to the principal sum of EIGHTY FOUR THOUSAND AND 00/100 Dollars (U.S. \$ 84,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Unit Number 2-2018 and Garage Number 25 in Pheasant Creek Condominium Number Five, as delineated on a survey of the following described real estate: Parts of Lots A and B in White Plains Unit Number 7, being a subdivision in Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, together with part of 2 acres conveyed to F. Walter, December 4, 1879, as document 24234, all in Cook County, Illinois, which survey is attached as Exhibit G to the Declaration of Condominium recorded as document 25459822, together with its undivided percentage interest in the common elements.

2-2018

P-15

-86010570
24444 TRM
P-15-0
2-2018-010570

Permanent Index Number: [REDACTED]
P-15
-86010570
24444 TRM
P-15-0
2-2018-010570

Permanent Tax Index Number: [REDACTED]

which has the address of 3050 Pheasant Creek Drive, Unit 2018, Northbrook, Illinois 60062 ("Property Address").

This instrument, 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 seized 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.

\$17.00

Form 2014 12/03
©2014 Bar Prose and Supreme
Judicial Branch, IL

UNOFFICIAL COPY

18. Covenants. Borrower and Lender shall observe covenants and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower 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 Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to remanage after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. 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 supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Alan L. Weyhrich (Seal)
Alan L. Weyhrich
Vicki L. Weyhrich (Seal)
Vicki L. Weyhrich

(Please initial the line for Acknowledgment)

MAIL TO:

Fidelity Federal Savings & Loan
Association of Chicago
Attention: Eileen Smolek
5455 West Belmont Avenue
Chicago, Illinois 60641

Loan No. 2-112461-6

STATE OF Illinois

COUNTY OF Cook

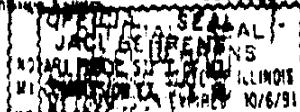
ss:

I, *Alan L. Weyhrich*, Notary Public in and for said county and state, do hereby certify that Alan L. Weyhrich and Vicki L. Weyhrich, his wife, personally appeared before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be *their* free and voluntary act and deed and that they executed said instrument for the purposes and uses thereon set forth.

Witness my hand and official seal this

29 day of December 1987

My Commission expires



Jacqueline S. Rennas

(SEAL)

Notary Public

This instrument was prepared by *John J. Martini*, 5455 W. Belmont Ave., Chicago, IL 60641

UNOFFICIAL COPY

It is hard to overstate the option writers will give themselves notice of acceptance. "The more shall pull you into a period of depression," and "you must pay" all seem to have been written by the same person.

As such, we can say that *any* non-trivial linear operator T on a Hilbert space \mathcal{H} will not be characterized by $\|T\|_{operator}$ or $\|T\|_{continuous}$ in particular.

Journal of Clinical Endocrinology and Metabolism, Vol. 103, No. 3, March 1994, pp. 673-678
© 1994 by the Endocrine Society

As a result, a single applicable law, such conduct shall not affect older provisions of this Security framework or the XRC.

19. (Continuation of Section 19) This Section 19 shall not apply to the formation of a corporation by a limited number of persons for the purpose of carrying on a business or profession.

14. **Markets.** Any source of information provided for in the security interest may be used by the creditor to collect the debt.

13. **Establishment Attenuation (Lambert, Raman).** If materials in a system are of appreciable loss, as in absorption,

permitted times will be required to determine limits. Once the choice is made (in consultation with the public) the date of the meeting and the agenda will be published in the newspaper and posted on the website.

12. **Final Summary of Controls.** If the human activities in the scenario instrumented in step 10 affect the system in a way that would violate the constraints in the control flow graph, then the controls must be modified to reflect the changes.

This statement,一起 with the Property under the terms of his Security Instrument, (b) a Bill of Sale, and (c) affects the Lenders and me) after December 31, 1983, to extend the same period of time for making payments.

11. **State-of-the-art and Advanced Frontal Joint and Sealed Lubricant Coatings.** The conversion and implementation of thin, securely bonded and chemically thickened intercoatings and sealants of undercoat and barrier, subject to the given needs of particularities but does not exceed 1-2 mm, is to ensure that the adhesion of the joint and central A/B door panels to the body structure.

any number of other factors, such as the presence of a nearby water source or the availability of food. These factors can all contribute to the success of a colony.

1. The first step will involve the identification of the main issues raised by the participants regarding the leadership of the organization. This will be done through a series of semi-structured interviews or group discussions.

10) The right to audit and inspect accounts, books and documents, papers or any other document by his secretary, accountant, auditor, auditor or any other person.

Under the circumstances and conditions described above, it is agreed by the parties concerned that the Secretary General will be entitled to instruct the United Nations Commission on Human Rights to make a report on the present situation before the General Assembly at its next session.

For the determination of the relative position of two points in the field, the following method is used. A horizontal line is drawn through the center of the telescope, and a vertical line is drawn through the center of the objective lens. The angle between these two lines is measured by the protractor.

6. **Laptops**, Laptops or its equivalent
7. **Computers**, Laptops or its equivalent
8. **Cameras**, The proceeds of any award of a
will give the winner notice at the time of payment to submit a
written direct or otherwise in accordance with
regulations, direct or otherwise in accordance with
the procedures of any award of a
9. **Cameras**, The proceeds of any award of a

UNOFFICIAL COPY

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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.

2. **Lands for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum of Funds (equal to one-twelfth of (a) yearly taxes and assessments which may attach 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 mortgage insurance premiums, if any). These items are called "escrow items". Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

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 Lender has been over-charged 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 requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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 was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 any funds held by Lender. If under paragraph 1 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** In view of applicable law, provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to any amounts payable under paragraph 2, fourth, to interest due and last, to principal due.

4. **Charges, Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them directly to the person entitled to 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 receipts evidencing the payments.

Borrower shall promptly discharge any liens which have priority over this Security Instrument unless Borrower: (a) 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 suit, 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 Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take other steps of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 payment of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier is ordered 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 10 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, the amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

02010020

UNOFFICIAL COPY

CONDOMINIUM RIDER

This Condominium Rider is made this 27th day of December 1987, and is incorporated and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at
3055 Chicago Street, Unit 2015 Northbrook, Illinois 60062

The Property is located and together with an undivided interest in the common elements of a condominium project known as The Owners Association, Inc., 1987, A-10142, located in Northbrook, Illinois.

The Lender may be referred to as the "Owner's Association" or other entity which acts for the Condominium Project (the "Owners Association") for the benefit or use of its members or shareholders, the Property are also subject to all covenants in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

(A) **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates or defines the Project, (ii) by-laws, code of regulations, and (iii) other equivalent documents. Borrower shall promptly pay all due charges and assessments imposed pursuant to the Constituent Documents.

(B) **Hazard Insurance.** Lender, as the Owners Association maintains, with a generally accepted insurance carrier, a master hazard insurance policy for the Condominium Project which is satisfactory to Lender and which provides insurance coverage for the units during the periods and against the hazards Lender requires, including fire and hazards included within the term extended coverage, other

(i) **Debt Coverage.** the provision in Exhibit C for the monthly payment to Lender of one-twelfth of the unit's proportionate share of the insurance on the Property; and

(ii) **Borrower's Responsibility.** Lender shall require Borrower to maintain hazard insurance coverage on the Property and to make available to Lender evidence of such coverage as is required by the insurance policy provided by the Owners Association.

Borrower shall keep its property in a safe state of repair and maintain hazard insurance coverage.

In the event of damage to the hazard insurance proceeds, if less than restoration or repair following a loss to the Property, which is not due to Borrower's negligence, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender in application of the sums secured by the Security Instrument, with any excess paid to Borrower.

(C) **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender and extendable coverage to Lender.

(D) **Condemnation.** The proceeds of any award, claim for damages, direct or consequential, payable to Borrower or to the Owners Association or to any other party in any part of the Property, whether of the unit or of the common elements, or any other amount received by Lender from any condemnor, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied to the debt in the same manner as provided in Exhibit C.

(E) **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, enter into any lease of the Property or consent to

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law, or the case of substantial destruction by fire or other casualty, or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) any termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

(F) **Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph I shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By signing below, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Alan L. Weyhrich (Seal)
Alan L. Weyhrich

Ricki L. Weyhrich (Seal)
Ricki L. Weyhrich

Cust No. 2-112461-5

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3 3 0 1 3 3 7

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER / 1

(1 Year Cost of Funds Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 11 day of December 19 87, and is incorporated 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date, for owning the property described in the Security Instrument and located at:

3050 North Clark Street 57-11-2016 Northbrook, Illinois 60062
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.475%. The Note provides for changes in the interest rate and the monthly payment, as follows:

(A) Change Dates

The interest rate will have a change on the first day of January, 19 89, and on that day every 12th month thereafter. The date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the Federal Home Loan Bank Board's 12 Month Annualized Cost of Funds.

as computed by the Federal Home Loan Bank Board and published in the Federal Home Loan Bank Board's News Release. 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 Holder will choose a new index which 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 calculate my new interest rate by adding three and three one-half (.35%) percentage points (3.375%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.0125%). 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 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) Limitations on Interest Rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than one and one-half (.50%) percentage points from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of five (5%) percentage points prior to the maturity date. The interest rate charged by the Lender cannot fall below 7.875% per centage points.

(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 for it 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 action 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 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.

08/01/05/20

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

To the extent permitted by applicable law, Lender may charge a transfer fee as 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.

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.

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

P.I.N. 04-08-200-038-1077, Vol. 131
04-08-200-038-113C, Vol. 131

Alayn L. Weyhrich (Seal)
Alayn L. Weyhrich
Vicki L. Steffens (Seal)
Vicki L. Weyhrich

Loan No. 2-112461-6

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office