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COOK COUNTY RECORDER

5148887

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 30, 1987. The mortgagor is JOHN M. KELLER AND JANET G. KELLER HIS WIFE. This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to HORIZON FEDERAL SAVINGS BANK, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1131 CHICAGO AVENUE, EVANSTON, IL 60202 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY EIGHT THOUSAND AND 00/100 Dollars (U.S. \$ 158000.00). 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 01, 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 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:

LOT 2 IN AVOCA ADDITION TO INDIAN HILL ESTATES, BEING A RESUBDIVISION OF BLOCKS 10 AND 11 AND VACATED STREETS AND ALLEYS IN AND ADJOINING SAID BLOCKS, IN AVOCA ADDITION TO KENILWORTH, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTH-WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

-88-013485

END

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\$17.00

which has the address of 3037 IROQUOIS ROAD WILMETTE  
[Street] [City]  
Illinois 60091 ("Property Address");  
[Zip Code]

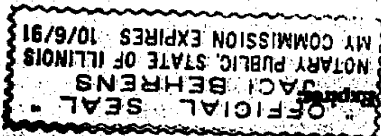
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also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

BORROWER COVENANTS that Borrower is lawfully 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.

# UNOFFICIAL COPY

This instrument was prepared by HORIZON FEDERAL SAVINGS BANK, 4134 CHICAGO AVE., EVANSTON, ILL. 60202



Notary Public  
*Jaci Behrens*

(Seal)

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1987

(he, she, they)

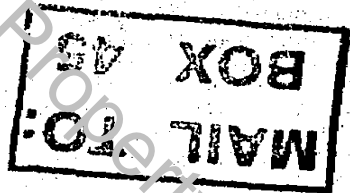
..... THEY..... executed said instrument for the purposes and uses therein set forth.

..... (his, her, their) have executed same, and acknowledged said instrument to be..... true and voluntarily act and deed and that

..... JOHN M. KELLER AND JACI BEHRENS, Notary Public in and for said county and state, do hereby certify that

*Jaci Behrens*

STATE OF ILLINOIS }  
COUNTY OF COOK }



[Space Below This Line for Acknowledgment]

JOHN M. KELLER  
*John M. Keller*  
(Seal) Borrower

JACI BEHRENS  
*Jaci Behrens*  
(Seal) Borrower

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.

- Other(s) [specify] RELEASED PER RIDER
- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Planned Unit Development Rider

23. As 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))

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Borrower shall pay any recordation costs.

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the 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. Lender shall release this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.

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 reinstate 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.

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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. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 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 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 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 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 19 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.** Unless applicable law provides 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 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 attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed 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 lien which has 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, 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 Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvement, 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 amount 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 proof 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 has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security 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 fee 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 attorneys' 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, 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.

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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 or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of or operation 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 a mortgagor's obligation to pay the sums secured by this Security Instrument, or to extend, forbear or make any accommodations which regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**11. Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and 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 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 which 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 charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall make 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 designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by relevant law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or 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 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.

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THIS ADJUSTABLE RATE RIDER is made this 30 day of DECEMBER, 1987, 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 HORIZON FEDERAL SAVINGS BANK, A FEDERAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3037 IRROQUOIS ROAD WILMETTE, IL 60091  
(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 9.250%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Date**

The adjustable interest rate I will pay may change on the first day of JANUARY, 1991, and on that day every 36 month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years as made available by the Federal Reserve Board. 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 no notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500 percentage points (2.500%) 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 that 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 11.250% or less than 7.250%. 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 12 months. My interest rate will never be greater than 14.250%. The interest rate limits of this Section 4(D) will not apply if I exercise my Conversion Option under Section 5 of this Note.

**(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 adjustable 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. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place as of the last day of any calendar month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder thirty (30) days prior written notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the outstanding principal of this Note as of the Conversion Date; (iv) I must sign and give to the Note Holder any documents the Note Holder requires to effect the conversion; (v) I have made no more than one monthly payment late in the preceding 12 months, and (vi)

88013185



Borrower

Borrower

(Seal)

JOHN K. MILLER

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

on Borrower.

period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand

sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this

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

full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exer-

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

read be in effect, as follows:

shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall in-

Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C (1) above

2. If Borrower exercises the Conversion Option under the conditions stated in Section B, it is Adjustable

instrument without further notice or demand on Borrower.

these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security In-

acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

ment unless Lender releases Borrower in writing.

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instru-

consent to the loan assumption. Lender may also require 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

in this Security Instrument is acceptable to Lender. Lender may also require the transferee to keep all the promises and agreements made in the Note

transferee as if a new loan were being made to the transferee and that the act of a breach of any covenant or agreement

security will not be impaired by the loan assumption and that the act of a breach of any covenant or agreement

if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate this option

the prohibited by federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exer-

full of all sums secured by this Security Instrument. Lender may, at its option, require immediate payment in

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

justable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Ad-

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

ing of a home loan.

New Mortgage and such other costs as may be customarily charged by a lender in connection with the refinanc-

recording the New Mortgage, the cost of issuing a title insurance policy in favor of Lender with respect to the

ding of a release of the Security Instrument, the cost of preparing a New Note and a New Mortgage, the cost of

by the Note Holder in connection therewith including, without limitation, the cost of the preparation and recor-

Mortgage. I acknowledge and agree that I shall be responsible for the payment of all costs and expenses incurred

Federal Home Loan Mortgage Corporation. If the Note Holder requires that I execute a New Note and New

qualify the New Note and New Mortgage for sale to the Federal National Mortgage Association and/or the

(i) reflect the fact that the interest rate shall be fixed for the balance of the term of the New Note and/or (ii) to

Security Instrument with such changes or modifications as the Note Holder deems necessary or appropriate to

under Paragraph (C) above and shall contain other terms which are substantially similar to those in the Note and

fixed interest rate equal to the rate determined under Paragraph (B) above with monthly payments determined

mortgage ("New Mortgage") which shall replace the Note and Security Instrument and which shall provide for a

I acknowledge and agree that at the Note Holder's option, I will execute a new note ("New Note") and a new

(D) New Note and Mortgage

version Date, I will pay the new amount as my monthly payment until the maturity date.

tion will be the new amount of my monthly payment. Beginning with my first monthly payment after the Con-

full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calcula-

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly

(C) New Payment Amount and Effective Date

information.

commitment are not available, the Note Holder will determine my interest rate by using comparable

eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable

mandatory delivery commitment, plus one-half of one percentage point (0.5%), rounded to the nearest one-

(ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day

one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%), or

than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitment, plus

yield as of a date and time of day specified by the Note Holder for (1) if the original term of this Note is greater

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net

the Note Holder obtains a property inspection (at my cost) which reveals no signs of depreciating value of my

house.

88013485

**RELEASE FEE RIDER**

12/30/87

5148887

THIS RIDER is incorporated into a certain Mortgage dated of even date herewith given by the undersigned to secure loan indebtedness; said Mortgage encumbers real property commonly described as:

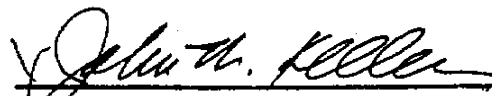
3037 INDOQUOIS ROAD  
WILMETTE, IL 60091

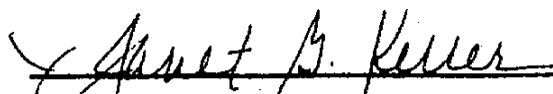
Borrower and Lender agree that covenant 21 of the Mortgage shall only be given effect if the Note secured by this Mortgage is sold or assigned, either in whole or in part, to either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and that otherwise the following provisions shall apply to a release of Mortgage:

If the Federal Home Loan Mortgage Corporation buys all or some of the lender's rights under the Mortgage (or Trust Deed) and Note, the promises and agreements in this rider will no longer have any force of effect.

Upon payment of all sums secured by this Mortgage and payment of a reasonable fee for preparation of the release deed, Lender shall release this Mortgage. Borrower shall pay all costs of recordation.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
Borrower JOHN M. KELLER

  
Borrower JANET G. KELLER

88013485

# UNOFFICIAL COPY

1530881

THE HANCOCK BUILDING

8148881

THIS OFFICE HAS RECEIVED A COPY OF A CERTAIN DOCUMENT  
AND HAS BEEN ADVISED BY THE UNDERSIGNED THAT THE  
SAME IS A COPY OF A CERTAIN DOCUMENT WHICH IS  
HEREBY REFERRED TO AS THE "ORIGINAL".

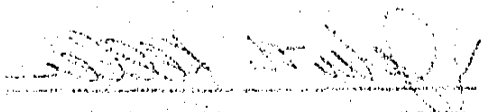
3031 HANCOCK ROAD  
MILWAUKEE, WISCONSIN

IT IS HEREBY CERTIFIED THAT THE COPY OF THE ORIGINAL  
WHICH IS HEREIN REFERRED TO AS THE "COPY" IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL AS THE SAME  
HAS BEEN COMPARED WITH THE ORIGINAL AND FOUND  
TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.

IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND  
AND SEAL OF OFFICE AT MILWAUKEE, WISCONSIN, THIS  
FIRST DAY OF JANUARY, 1954.

WITNESSED BY ME, THE CLERK OF SAID COURT, AT  
MILWAUKEE, WISCONSIN, THIS FIRST DAY OF JANUARY,  
1954.

JOHN W. KILLEN, CLERK OF COURT



JOHN W. KILLEN



JAMES O. KILLEN

51111111