

# UNOFFICIAL COPY

88065442

1st American Title Co 20803

[Space Above This Line For Recording Data]

## MORTGAGE

53-310852-8

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 11  
1988 The mortgagor is THOMAS E. TAYLOR, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to CONCOR FINANCIAL SERVICES, INC.,  
ITS SUCCESSORS AND/OR ASSIGNS  
which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is  
2020 EAST FIRST STREET-STE. 300  
SANTA ANA, CALIFORNIA 92705 ("Lender").  
Borrower owes Lender the principal sum of  
EIGHTY FIVE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 85,500.00). 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 MARCH 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:  
LOT 21 IN BESINGER'S CANFIELD RIDGE DEVELOPMENT BEING A SUBDIVISION  
OF PART OF LOT 2 IN ASSESSOR'S SUBDIVISION OF THE SOUTH 1/2 OF  
SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$10.40  
T#2222 TRAN 2771 02/16/88 09:55:00  
#6421 # B \*-88-065442  
COOK COUNTY RECORDER

12-01-311-024 E GO UN

which has the address of 7806 WEST VICTORIA , CHICAGO  
(Street) (City)  
Illinois 60631 ("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.

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4401 FIELD ROAD - STE. 400  
ANDOVER, KS 66002-1448

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CONCOR FINANCIAL SERVICES, INC.  
ITS SUCCESSORS AND/OR ASSIGNS  
377 EAST BUTTERFIELD ROAD - RACINE, WISCONSIN 53148  
LOMBARD, ILLINOIS 60148

**NOTICE** Send to

RECORD AND RETURN TO:

LOMBARD, IL 60148

Laurie Jones

PREPARED BY:

The seal is circular with a five-pointed star in the center. The words "THE GREAT SEAL OF THE STATE OF ILLINOIS" are written around the perimeter of the circle.

Given under my hand and affixed seal this 11th day of FEBRUARY 1988

set forth.

, personally known to me to be the same person(s) whose name(s) is  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /she  
signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein

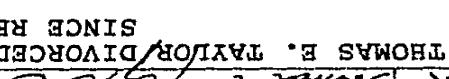
I, THE UNDERSIGNED, a Notary Public in and for said county and state,  
do hereby certify that THOMAS E. TAYLOR, DIVORCED NOT SINCE REMARIED

STATE OF ILLINOIS  
COOK COUNTY

THE STATE OF ILLINOIS.

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Country

Instrument and in any rider(s) executed by Borrower and recorded with it.	
 <b>THOMAS E. TAYLOR DIVORCED NOT-Borrower</b> <b>SINCE REMARRIED</b>	
Borrower _____ (Seal)	Borrower _____ (Seal)
Borrower _____ (Seal)	Borrower _____ (Seal)
Borrower _____ (Seal)	Borrower _____ (Seal)

<p>22. Waller of Homestead, Borrower waives all right of homestead except in the Property.</p> <p>23. Right to the 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 Security Instrument. The covenants of this Security Instrument as if the rider(s) were a part of this Security Instrument.</p>	<p><input checked="" type="checkbox"/> 2-A Family Rider</p> <p><input type="checkbox"/> 2-B Adjustable Rate Rider</p> <p><input type="checkbox"/> 2-C condominium Rider</p> <p><input type="checkbox"/> 2-D Graduate Family Rider</p>
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19. Acceleration; Remedies. Lenders shall have the right to require payment of all amounts due under this Note and to take such action as may be necessary to protect their rights hereunder.

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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 amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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.

**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 take the steps specified in the second paragraph of paragraph 17.

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument 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 my 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.

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Any amounts disbursed by Lender under this paragraph, Lender does not have to do so. Lender may take action under this paragraph, Lender does not have to do so.

7. Protection of Lender's Rights in the Property: Mortgagor fails to perform the covenants and agreements contained in this Deed or fails to pay the amounts due on the instrument, or fails to make repairs as required by law, the Lender may proceed against the property as if it were a foreclosed property.

6. Preservation and Maintenance of Property: Lesseholders, Borrower shall not destroy damage or substantially change the Property, allow the lessee to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor shall have the right to require the lessee to make repairs and/or pay taxes and insurance.

Unless the notice is given in writing, any application of proceeds to participation 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 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 interest.

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 economic feasible and Lender's security is lessened. If the restoration or repair is not secured by insurance proceeds, whether or not Lender's security is lessened, Lender may collect the insurance proceeds from Lender or Borrower or from another party as Lender may determine. Lender may use the proceeds to repair or restore the property or to settle a claim, or does not answer within 30 days a notice from Lender that the excess paid is to Borrower. If Borrower abandons the property, whether or not Lender's security is lessened, Lender may collect the insurance proceeds from Lender or Borrower or from another party as Lender may determine. Lender may use the proceeds to repair or restore the property or to settle a claim, or does not answer within 30 days a notice from Lender that the excess paid is to Borrower. The property or equipment to which this security instrument relates shall be restored or repaired at the expense of the Borrower, unless otherwise agreed by the parties.

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

**5. Hazard Insurance.** Borrower shall keep the property exempt from existing or hereafter created on the Property insured against fire, hazards included within the term "extreme and coverage," and any other hazards for which Lender requires against loss by fire, hazards included within the term "extreme and 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 chosen by Borrower subject to Lender's approval which shall not be liable for any damage to the property caused by Lender.

Borrower shall prominently disclose any lien which has priority over other acceptable to Lender; (b) contains in writing the following language: "I, the debtor, do hereby acknowledge and agree that the payment of the obligation secured by this lien in a manner satisfactory to instrument unless Borrower:

3. Application of payments. Unless applicable law provides otherwise, payment of amounts payable under paragraph 2; fourth, to interests due under Note secured, to principal due.

any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of sale shall apply to the sums secured by this Security Instrument.

An annual accounting of the Funds showing credits and debits to the Funds and debts to the Fund held by its members together with the future monthly payments of Funds made.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal 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 is entitled to receive any interest or earnings on the Funds. Unless otherwise agreed, the Fund shall be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, that interest shall be charged to the Fund. Lender shall be liable for expenses incurred in making the Fund available to Borrower, unless otherwise agreed.

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 the Note is liable for, and (b) yearly leasehold payments received over this Security Instrument; (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.

**UNIFORM CONTRACTS FOR COMMERCIAL BORROWING AND LENDER AGREEMENTS**

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 11TH day of FEBRUARY , 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 CONCOR FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7806 WEST VICTORIA, CHICAGO, ILLINOIS 60631  
[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 Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.900 %. 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 MARCH , 19 89 , and on that day every 12th month thereafter. Each 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, 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 notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND SEVEN EIGHTHS percentage points (2.875 %) 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 8.900 % or less than 4.900 %. 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 12.900 %.

#### (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 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.

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

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Property of Cook County Clerk's Office

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12-01-311-024

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

Borrower \_\_\_\_\_  
(Seal)

THOMAS E. TAYLOR DIVORCED NOT MARRIED  
SINCE REMARRIED  
X (Signature) \_\_\_\_\_  
(Seal)

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

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower.  
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.

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## ADDENDUM TO ADJUSTABLE RATE RIDER

(Fixed Rate Conversion Option)

53-310852-8

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this **11TH** day of **FEBRUARY, 1988**, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, with Addendum To Adjustable Rate Note, to

**CONCOR FINANCIAL SERVICES, INC., ITS SUCCESSORS AND/OR ASSIGNS,  
AN ILLINOIS CORPORATION** (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

**7806 WEST VICTORIA, CHICAGO, ILLINOIS 60631**

(Property Address)

**12-01-311-024**

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

### A. FIXED INTEREST RATE OPTION

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

#### 1. Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section A 1 will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to the fixed rate calculated by the Note Holder under Section A 2 below.

The conversion can only take place on (a) if the first Change Date is 21 months or less from the date of the Note, the third, fourth or fifth Change date, or (b) if the first Change Date is more than 21 months from the date of the Note, the first, second or third Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of the three Conversion Dates.

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 notice that I want to do so at least 15 days before the next Conversion Date; (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 of U.S. \$ **100.00**; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### 2. Calculation of Fixed Rate

My new, fixed interest rate will be determined by the Note Holder based on the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of the Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of the Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section A 2 will not be greater than the Maximum Rate stated in the Note.

#### 3. New Payment Amount and Effective Date

If I am permitted to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of the Note at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date of the Note.

### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower's adjustable interest rate is converted to a fixed rate as stated in Section A of this Addendum To Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

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

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Property of Cook County Clerk's Office

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.

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

X *[Signature]*

THOMAS E. TAYLOR / DIVORCED NO Borrower  
SINCE REMARRIED  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

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