City of Chicago

LIS PENDENS NOTICE

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - CHANCERY DIVISION

CITY OF CHICAGO A MUNICIPAL CORPORATION PLAINTIFF

88M1-400537

NO.

VS

MIKE INTENO (Z)

ET AL

\$1.60

Defendant (P)

* * * REFER TO ATTACHED ADDENDUM OF DEFENDANTS * * *

1. the undersigned, do hereby certify that the above entitled cause was filed in the above court on the LED 1 1980day of for

and is now pending in said court and that the property affected by said cause is located at the following address:

3935 3935 W 26 ST

and described as follows:

REFER TO ATTACHED ADDENCUM

JUDION H. MINER CORPORATION COUNSEL CITY OF CHICAGO

ASSISTANT CORPORATION COUNSEL 180 N. LaSalle St. Suite 501

Chicago, (llinios 60602

or

Deposit in box no.

Recorders Office

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Problem of County Clerk's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT-FIRST DISTRICT LISTING OF DEFENDANTS

3935 3935 W 26 ST

MIKE MORENO (Z) 3935 W 26 ST

CHGO

IL 60635

JOSE MORENU (0) 2518 S MILLPRU

CHGO

OIL 60623

ANTONIA MORENO (O) 2518 S MILLARD

CHGO

IL 60623

ADMINISTRATOR OF THE SMALL BUSINESS ADMINISTRATION (M) 4-27-78 DOC 24421941 CHGO

Of Coot County Clert's Office LAWNDALE TES BK (M) 7-2-87 DOC 87364993 SERVE PIONEER BK & TR. 4000 W NORTH CHGO

Property of Coot County Clert's Office

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT-FIRST DISTRICT

* * * LEGAL DESCRIPTION * * *

FRONT

RE: 3935 3935 W 26 ST PI# 16-26-300-025 EUO W

LOT 1 IN KUTHANS RESUB OF LOTS 1 TO 5 INCLUSIVE IN SUB OF BLOCK 4 IN GOODWIN, BALESTIER & PHILIPS SUB OF THE W 1/2 OF THE SW 1/4 OF OP ONTO OF COOK COUNTY CLERK'S OFFICE SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

88075983

Property of Cook County Clerk's Office

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ADDENDUM TO ADJUSTABLE RATE RIDER

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this day of , and is incorporated into and shall be deemed to amend and supplement FEBRUARY, 1988 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, (the "Lender") and dated the same date as this AN ILLINOIS CORPORATION

Acaendum (the "Note"), covering the property described in the Security Instrument and located at:

6059 KENSINGTON AVENUE, COUNTRYSIDE, ILLINOIS

(Property Address)

18-16-306-012

ADLE (0) AL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Berrower and Lender further covenant and agree as follows:

A. FIXED RUZZEST RATE OPTION

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

1. Option to Conver to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section A I 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 might 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 e, 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 O.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 wised 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 the mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0. 25%), 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.

53-310955-9

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

Property of Cook County Clerk's Office -- Borrower (Seal) (Seal) NOT SINCE REMARRIED MUJCIK/DIVORCED -BOTTOWER -Borrower (Seal) (Seal) Adjustable Rate Rider. By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Addendum To

UNOFFICIAL COPY