

# UNOFFICIAL COPY

AFTER RECORDING, RETURN TO:

ICM MORTGAGE CORPORATION  
2500 W. HIGGINS ROAD  
HOFFMAN ESTATES, ILLINOIS 60195

NE132264

DEPT-01

T#4444 TRAN 1484 03/31/88 10:52:00  
#8835 # D \*-88-132264  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

ICM# 20-06367-2

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 26**  
**19 88**. The mortgagor is **KENT E. SARUS**, a single person, never married AND DENISE M. RICHARDS, a single person (borrower). This Security Instrument is given to **ICM MORTGAGE CORPORATION**, which is organized and existing under the laws of **The State of Delaware**, and whose address is **6061 South Willow Drive, Suite #300, Englewood, Colorado 80111** ("Lender"). Borrower owes Lender the principal sum of **NINETY SEVEN THOUSAND SIX HUNDRED AND 00/100 Dollars (U.S. \$ 97,600.00)**. 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 **APRIL 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 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 258 IN CASTLEFORD UNIT NUMBER 3 BEING A SUBDIVISION OF PART OF HOWIE IN THE HILLS UNIT ONE AND HOWIE IN THE HILLS UNIT TWO IN THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED JULY 15, 1987 AS DOCUMENT NUMBER 87-391306, IN COOK COUNTY, ILLINOIS.

-88-132264

PIN # 02-19-116-011  
02-19-117-011

Qm.

NE132264

which has the address of **4618 N. SAPPHIRE DRIVE** **HOFFMAN ESTATES**  
Illinois **60195** ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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 MAIL

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

ICM Form 20-32 (9-85)

## UNOFFICIAL COPY

HORFFMAN ESTATES, ILLINOIS, et al.

2500 W. HIGGINS ROAD

CAROLYN KATTA

This instrument was prepared by  
Notary Public, State of Illinois  
Mary E. Immern  
OFFICIAL SEAL

My Commission # is  
Notary Public, State of Illinois  
2A, 1991

Given under my hand and Oath seal, this 26th day of MARCH, 1988.

That they signed and delivered the said instrument as THEIR

personally known to me to be the same person(s) whose name(s) are subscribed to  
the foregoing instrument, appeared before me this day in person, and acknowledged

KENT E. SARIUS, a single person, never married AND DENISE M. RICHARDS, a single

person, never married,  
I, the undersigned, a Notary Public in and for said County and State, do herebySTATE OF ILLINOIS, COUNTY as: *Cook*

CO-Borrower

CO-Borrower

(Space Below This Line For Acknowledgment)

DENISE M. RICHARDS  
(Seal)  
DENISE M. RICHARDS  
KENT E. SARIUS  
—Borrower  
(Seal)  
KENT E. SARIUS  
—Borrower  
(Seal)

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

- Adjutable Price Rider     Condominium Rider     2-4 Family Rider  
 Graduated Payment Rider     Planned Unit Development Rider  
 Other(s) [Specify]     Prepllicable box(es)]

Instrument that covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
supplement this instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
this Security Instrument. If one or more riders are executed by Borrower and recorded together with  
23. Riders to this Security Instrument, if any rents collected by Borrower and recorded together with  
this Security Instrument, the rents collected by Lender or the Property and to collect the rents of  
costs of maintenance of the Property and collection of rents, but not limited to, receivers' fees, premiums on  
receivers' bonds and reasonable attorney fees, and then to the sums secured by this Security Instrument.  
22. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.  
Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security  
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay any recordation costs.

Instrument with the notice, take possession of the Property and to collect the rents of  
appointee received) shall be entitled to enter upon, take possession of all manner of the Property and to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender shall receive  
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security Instrument without further demand and may receive the Security Instrument in full or all sums secured by  
before the date specified in the notice, Lender is not cured on or  
existance of a default or any other deficiency of Borrower to accelerate the rights to assert in the foreclosure proceeding.  
inform Borrower of the right to remit after acceleration and the right to require the notice of the Property. The notice shall further  
secured by this Security Instrument, forclosure by judicial procedure, if the notice results in acceleration of the sums  
and before the notice is given to Borrower, by whom 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  
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
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  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant 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  
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  
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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  
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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  
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

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A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

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 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 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.

\* A CHARGE ASSESSED BY LENDER IN CONNECTION WITH BORROWER'S ENTERING INTO THIS SECURITY INSTRUMENT TO PAY THE COST OF AN INDEPENDENT TAX REPORTING SERVICE SHALL NOT BE A CHARGE FOR PURPOSES OF THE PRECEDING SENTENCE.

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

17. Transfer of 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 shall be entitled to receive 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 law as of the date of this Security Instrument.

18. Borrower's Right to Release. If Borrower notices of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered to the Borrower must pay all sums secured by this Security Instrument without further notice of demand on Borrower.

19. Remedies permitted by this Security Instrument without further notice of demand on Borrower.

20. Security Instrument. If Borrower fails to pay the same sums prior to the expiration of this period, Lender may invoke any enforcement of this instrument or any other remedies available to Lender under the Note and of this Security Instrument.

21. Borrower's Right to Release. If Borrower makes certain conditions, Borrower shall have the right to have security interest in instruments held by Lender released from the Note and of this Security Instrument.

22. Lender's exercise of options. Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered to the Borrower must pay all sums secured by this Security Instrument within which Borrower must pay all sums secured by this Security Instrument.

23. Remedies. Lender shall be entitled to receive payment in full of all sums secured by this Security Instrument without further notice of demand on Borrower.

24. Security Interest. This Security Interest shall not apply in the case of acceleration unless effective as of the date of acceleration. However, this Security Interest shall not apply in the case of acceleration unless effective as of the date of acceleration.

15. Governing Law: This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the jurisdiction of the court to hear disputes arising from this Security Instrument.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by mailing it by first class mail unless applicable law requires otherwise. Such notice to Borrower shall be deemed to have been given to Borrower or Lender at the address set forth above or at such other address as Borrower designs or Lender addresses by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed given to Borrower or Lender when given as provided

rendering any provision of the Note of this Security instrument ineffective unless it is applied to all sums secured by this Security instrument and may invoke any remedies permitted by law.

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 unreasonably 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 necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refundable 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 is made, the Note will be reduced as a result of the reduction in principal.

11. Successors and Assignees, jointly and severally, shall be liable to the extent of their respective and undischarged debts to the providers of services to the firm.

In the event of a property or liability insurance claim, the holder of the certificate of insurance will be required to provide the insurance company with a copy of the certificate. The insurance company will then determine whether the coverage applies to the claim.

the amount paid by the producer multiplied by the following fraction: (a) the total amount of the sum received immediately before the taking, (b) the fair market value of the property immediately before it was sold to Borrowser.

assisted and shall be paid to Lender.

11. Lender shall demand that Borrows pay the premium required to maintain the insurance such time as this security instrument for Borrower shall pay the premium required to maintain the insurance such time as this security instrument for Borrower shall remain outstanding with Borrower's and Lender's written agreement or applicable law.

12. Insurance premiums in excess of those required to maintain the insurance such time as this security instrument for Borrower shall remain outstanding with Borrower's and Lender's written agreement or applicable law.

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## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26TH day of MARCH, 1988, 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 Note to ICM MORTGAGE CORPORATION, a Delaware Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 4618 N. SAPPHIRE DRIVE, HOFFMAN ESTATES, ILLINOIS 60195

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the SECURITY INSTRUMENT to which this RIDER is attached

(the "Declaration"). The Property is a part of a planned unit development known as CASTLEFORD UNIT 3  
(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to 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 in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in 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) 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 PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F 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 PUD Rider. 88132264

Rent E. Sartus

(Seal)  
Borrower

RENT E. SARTUS

Dentse M. Richards

(Seal)  
Borrower

DENTSE M. RICHARDS

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

88132264

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**ADJUSTABLE RATE RIDER** ICMA  
(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

ICM# 20-06367-2

THIS ADJUSTABLE RATE RIDER is made this 26TH day of MARCH, 1988, 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 ICM MORTGAGE CORPORATION, a Delaware Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4618 N. SAPPHIRE DRIVE HOFFMAN ESTATES, ILLINOIS 60195  
[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 **7.750 %**. 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 Dates

(c) Change Dates  
The adjustable interest rate I will pay may change on the first day of **APRIL**, 19 89, and on that day every 12th 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 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

(c) Calculation of Change. Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points (2.75%) 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 **9.750** % or less than **5.750** %. 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 **13.750** %.

#### (E) Effective Date of Changes

**(B) 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.

**(E) Notice of Change**

**(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

**8. FIXED INTEREST RATE OPTION**  
The Notee 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 CONVERSION OPTION

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

(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 on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. 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 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 ~~\$250.00~~ ~~\$250.00~~ ~~\$250.00~~ ~~\$250.00~~ ~~\$250.00~~  
~~\$250.00~~ ~~\$250.00~~ U.S. \$ 250.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

88132263

# **UNOFFICIAL COPY**

88132264

-BORROWER  
(Seal) —

- BORROWER

-Borrower  
(See) —

BORROWER

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS ADJUSTABLE RATE RIDER.

\*\*PROVIDED, HOWEVER, IN NO EVENT WILL MY NEW INTEREST RATE EVER EXCEED 13.75%.

\* 30-DAY

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This option shall not be exercised by Lender if it exercises its right to demand payment of the date of this Security Instrument.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amount due to Lender in Contrafund will be increased by the amount of the principal balance outstanding.

1. Utilize Borrower's exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider.

**TRANSFER OF THE PROPERTY OR A BENEFACTORY INTEREST IN BORROWER**

(c) New Payments Amount and Effective Date  
If I choose to exercise the Convergence 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 Convergence Date in full on the maturity date of my monthly payment. Beginning with the first monthly payment after the Convergence Date, I will pay the new amount as my monthly payment until the maturity date.