UNOFFICIAL COPY. 7

R8225273

DEPT-GI

416.25

T#4444 TRAN 2727 05/26/88 09:09:09 #11764 # 10 ×--38--225273 CODE COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on PETER D FISHER AND GERALYN BURNS FISHER, HIS WIFE---The moragagor is

("Borrower"). This 'see arity Instrument is given to SEARS MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF OHIO , and whose address is

-300 KNIGHTSBRIDGE PARKMAY, LINCOLNSHIRE, ILLINOIS 60069

("Lender").

Borrower owes Lender the principal sum of

95,200.00 Dollars (U.S. \$

). 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 This Security Instrument paid earlier, due and payable on JUNE 1 COTO secures to Lender: (a) the repayment of the dest videnced 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 Borro ver'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:

NINETY FIVE THOUSAND TWO HUNDRED AND NO/100-----

LOT 3 IN LORCH'S RESUBDIVISION OF LOT 11 IN BLOCK 6, ALSO LOT 8 IN BLOCK 7 IN RIDGE ACRES, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON AND OUTHOUT RATIFOOD (EXCEPT PLOCUS FOR SECTION OF THE CHICAGO, BURLINGTON) AND QUINCY RAILROAD (EXCEPT BLOCKS 50, 52 AND 53 IN THE SUBDIVISION OF THE WEST 1/2 OF SECTION 5) IN COOK COUNTY, ILLINOIS.

THIS INSTRUMENT WAS PREPARED BY: SHIRLEY A RETURN TO: SEARS MORTGAGE CORPORATION

7000 W 111TH STREET #110 WORTH, ILLINOIS 60482

18-05-308-025, Nol. 77

which has the address of

4472 CLAUSEN AVENUE

WESTERN SPRINGS [City]

60558 Illinois [2ip Code]

("Property Address");

(Street)

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 seised 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.

\$18.00 MAIL

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

Kim Ebey
Notary Public, State of Illinois
My Commission Expires 10/24/90 OFFICIAL SEAL" 06/78/01 My Commission expires: Given under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein riadt as insmurishi bise off betevileb bas bengis subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that personally known to me to be the same person(s) whose name(s) do hereby certify that PETER O FISHER AND GERALYN BURNS FISHER, HIS WIFE 1. He wolwards , a Notary Public in and to said county and state, Space Below This Line For Acknowledgmenti Borrower (lead) Borrower. (Seal) GE MLYN/BURNS ALSHER -Barrower (Iso2). PETER O FISHER (Seal) Instrument and in any rider(s) executer by Sorrower and recorded with it. BY SIGNING BELOW, Borraw a accepts and agrees to the terms and covenants contained in this Security A Other(s) [specify] ADD TNDUM TO ADJUSTBBLE RATE RIDER Graduated raymen Rider Planned Unit Development Rider this Security 1743) ument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, (cld)rs to this Security Instrument, If one or more riders are executed by Borrower and recorded together with 22. Waiver of Hamestead, Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appropriate the person of any person of any person of a sale and a sa 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 foreclose this Security Instrument by Judicial proceeding.

38225273

NON-UNIFORM COVENAUTS. 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 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 and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the instrument, foreclosure by judicial proceeding and also of the Property. The notice shall further inform Borrower of the class 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 before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

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 actionized 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 Lende at d 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 for Peleased; 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 uper ate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required 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 every ise 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) i. 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) recess 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: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any a real already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to noke 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

permitted of j

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 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 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.

rex reporting service * A charge assessed by Lender in connection with Borrower's entering into this านอเมล์ยส ฮินกุรอกโอม

L. Funds for Taxes and insurance. Suggestion of the Mote, until the Process, until the Process and Security Instrument; (b) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly is any; (c) yearly hazard insurance premiums; and (d) yearly is any; (e) 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 mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items.

Mortgage insurance premiums, if any. These items are called "escrow items."

Mortgage insurance premiums, if any. These items are called "escrow items."

Mortgage insurance premiums, if any. These items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, if any items are called "escrow items."

Mortgage insurance premiums, it and items are called "escrow items."

Mortgage insurance premiums, it and items are called "escrow items."

Mortgage insurance in the items are called "escrow items." 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 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to the Lender on the day monthly payments are due under the Mote, until the Note is paid in full, a sum ("Funds") equal to the Lender of t Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

Borrower and Lender covenant and agree as follows:

requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the eserow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to anomurasal yrinoos sida

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately pror to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of Upon ayment in full of all sums secured by this Security Instrument, Bender shall promptly refund to Borrower amount necres by to make up the deficiency in one or more payments as required by Lender.

application as a craft against the sums secured by this Security Instrument.

3. Applicatio 10f Dayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall Le applied; first, to late charges due under the Mote; second, to prepayment charges due under the

Paragraphs 1 and 2 shorts a spirited, to anount pay 10 interest due; and last, to principal due.

4. Chargest Liens. Jor ower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain or principal due flower this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation, in the manner provided in paragraph 2, or if not paid in that manner. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor ower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor ower makes these payments directly, Borrower shall promptly furnish to Lender representations the narmons.

the Property is subject to a lien which may attain privity 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 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 r. 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 any part of agreement satisfactory to Lender subordinating the any part of the lien and property; or Lender and the holder of the lien and the holder of the lien and property.

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

of the giving of notice.

CAIFORM COVENAVIS

carrier and Lender. Lender may make proof of loss if not made promptly by Bergewer. all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender 1 squiles, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If of the Property damaged, if the restoration or repair is economically feasible and Lengis's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessen'd the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessen'd the insurance proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip a shall not extend or when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the poc. eds 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 the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has

Instrument immediately prior to the acquisition. 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 postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 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, change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, on the Property of Borrower shall not destroy, damage or substantially

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the guitisw ni rogrom oftrot soorge robno. Lender agrees to the merger in writing.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7. Lender does not have to do so. Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property, Lender's actions may include paying any sums secured by a fien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Security Instrument to pay the cost of an shall not be a charge for pay the formula for the fo

ADDENDUM TO ADJUSTABLE RATE RIDER (Fixed Rate Conversion Option)

HTE

MAY

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this day .

19 88 , 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 SEARS MORTGAGE CORPORATION (the "Lender") and dated the same date as the Addendum (the "Note"), covering the property described in the Security Instrument and located at:

4472 CLAUSEN AVENUE WESTERN SPRINGS, ILLINOIS 60558

[Property Address]

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 CONVERSION OPTION

The Note provides fal option for Borrower 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 which I can exercise unless 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 a fixed rate calculated under Section A.2, below.

The conversion can only take place beginning on JULY 1, 1989 and on that same day every month thereafter during the second, third, fourth and fifth years of my loan. The last date on which I can convert shall be JULY 1, 1993. Each date on which I can convert is called a "Conversion Date," I can convert my interest rate only on a Conversion Date.

If I want to exercise my Conversion Option, I must first meet certain conditions. These conditions are as follows:

- (a) no earlier than the first (1st) business day of the month and no later than the fifth (5th) calendar day of the month (or the last business day before the fifth day of the month) which is two months before the Conversion Date on which I want my conversion to be effective, I must register my intention to convert by notifying the Note Holder in accordance with the procedures established by the Note Holder (the "Conversion Registration Date");
- (b) as of the Conversion Registration Date, I must not be in default under the Note or the Security Instrument, I must be current with respect to all payments due, and each payment due under the Note during the 12 months immediately preceding the Conversion Registration Date must have been more during the month in which it was due;
- (c) by the date specified by the Note Holder, unless prohibited by applicable law, I must pay the Note Holder a nonrefundable conversion processing fee of U.S. \$250.00; and
- (d) by the date specified by the Note Holder, I must sign and deliver to the Note Holder any documents that the Note Holder requires in order to effect the conversion.

2. Calculation of Fixed Rate; Effective Conversion Date.

My new fixed interest rate will be equal to the net yield posted for Sears Mortgage Securities Corporation's 30-year fixed interest rate "Jumbo Loan Product" mortgage loans covered by 60-day mandatory delivery commitments as of the Conversion Registration Date, plus 3/8ths of one percentage point (0.375%). If this net yield figure is not available, the Note Holder will determine my new interest rate by using a comparable figure. The limits on interest rate changes at each change date specified in Paragraph 4 (D) of the Note do not apply to conversions to a fixed interest rate, and I understand that my new fixed interest rate may exceed those limits. However my new fixed interest rate will not be greater than 16.25 %. Subject to the conditions specified in Section A.1. above, my new fixed interest rate will be effective on the Conversion Date which is the first day of the second month after my Conversion Registration Date (the "Effective Conversion Date"). After conversion, the fixed interest rate calculated under this Section A.2, will not change, and it is the rate I will pay both before and after any default under the Note.

Property of Cook County Clerk's Office

3. Determination of New Payment Amount.

If I choose to convert my loan and all conditions specified in Section A.1. above have been satisfied, 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 Effective Conversion Date in full on the maturity date stated in 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 due after the Effective Conversion Date, I will pay this new amount as my monthly payment until the maturity date

stated in the Note."

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

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in said Adjustable Rate Rider shall cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be revised to provide as follows:

Transfer of the rryperty 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) whout Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums sourced 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 period, the day this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agree, to the terms and conditions contained in this Addendum to Adjustable Rate Rider.

CETER D FISHER Borrower

Cual Burn Suching (Seal)

GERALYN BURNS FISHER Borrower

(Seal) Borrower

(Seal) Borrower

(Sign Original Only)

Property of Cook County Clerk's Office



(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19TH day of MAY . 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 SEARS MORTGAGE CORPORATION, an Obio Corporation

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

4472 CLAUSEN AVENUE WESTERN SPRINGS, ILLINOIS 60558

[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 minitial interest rate of 10.25 %. 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 JULY 1 , 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 sect rities 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 Helder 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 75/100 percentage points (2.75 %) to the Courent Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage pair (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 or 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

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my 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.

Property of Cook County Clerk's Office

To the extent per mit ca by applicable aw, Lender may charge a reasonable ree as a condition to Lender's consent to the loan assumption. Lender may be or quire the transferer to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

PETER D FISHER Property of Cook County Clerk's Office GERALYN BURNS FISHER(Seal) -Borrower

Property of Coot County Clert's Office