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COOK COUNT LALLINGS FILED FOR PAUCHO

1988 JUN -9 PM 1: 41

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- (Space Above This Line for Recording Data) -

MORTGAGE

\$17.00

THIS MORTGAGE ("Security Instrument") is given on MAY 31
The mortgager is CHARLES K. BOBRINSKOY AND MARY ANNE BOBRINSKOY, HUSBAND AND 19 88 WIFE

("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY

which is organized and existing under the laws of THE STATE OF ILLINOIS

, and whose address is

50 SOUTH LA SALLF STREET CHICAGO, ILLINOIS 50675

("Lender").

Borrower owes Lender the princir alsum of ONE HUNDRED THOUSAND AND NO/100

Dollars (U.S. 5 100,000.00). 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 JUNE 1, 2018

This Security Instrument secures to Lender: (a) the repayment of the dear 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 Borre 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

PARCEL 1: LOT 47 IN INDIAN RIDGE, SFING A SUBDIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL

MERIDIAN, IN COOK COUNTY, ILLINOIS.
PARCEL 2: AN UNDIVIDED 0.0025 PERCENT IN THE COMMON AREAS
APPURTENANT TO PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, JOH - 10/4'S OFFICE COVENANTS AND RESTRICTIONS OF INDIAN RIDGE RECORDED AS DOCUMENT NUMBER 25084000, ALL IN COOK COUNTY, ILLINOIS.

04-20-303-011-0000

which has the address of

2443 SARANAC LANE

GLENVIEW (City)

Illinois

60025 [Zip Code]

("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 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.

CHICAGO, ILLINOIS CONTHING SOUTH LA SALLE STATE OF THE SALLE STATE OF THE SALLE STATE OF THE SALLE SAL тне иоктнеки-ткибт сомраих RECORD AND RETURN TO: CHICAGO, ILLINOIS S \2909_

50 SOUTH LA SALLE STREET STEBBINS NELSON Notary Public PREPARED BY: My Commission expires: 1-18-90 day of Given under my hand and official seal, this 88 61 set lorth, THEIR free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ARE personally known to me to be the same person(s) whose name(s) MIEE. do hereby certify that CHARLES K. BOBRINSKOY AND MARY ANNE BOBRINSKOY, HUSBAND AND a Notary Public in and (or said county and state, County ss: STATE OF ILLINOIS, [Space Below This Line For Acknowledgment] 19W0110B (Seal) HOITOWS! (Seal) HIR MIEE-BQBKIN2KOX\ MARYVANUE 19W0110B-(Seal) ROBKINSKOK (Seal) Instrument and in any rider(s) executed or Borrower and recorded with it. BY SIGNING BELOW, Borrover accepts and agrees to the terms and covenants contained in this Security XXOIpct(s) [sbecify] MOI merge RIDER FOR COVENANT #21 Planned Unit Development Rider Graduated Paymant Rider

Tabia muinimobno 🔲 XXAdjustable Pale Rider

🔲 2-4 Family Rider Instrument. [Check applicable box(es)]

supplement the co enants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security) and ment, the coverants and agreements of each such rider shall be incorporated into and shall amend and

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

71 Release 'Upon payment of all sumst secured by this Security Instrument, Lender shall release this Security

appointed receiver) shall be entitled to enter upon the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys flees, and then for the receiver's bonds and reasonable attorneys flees, and then for the secured by this Security Instrument.

The receiver's bonds and reasonable attorneys flees, and then for the sums secured by this Security Instrument.

but notilimited to, reasonable attorneys' fees and costs of title evidence.

20. Leader 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 sate, Leader (in person, by agent or by judicially

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. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by rexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or -non əri gnibəəəorq อานะดูโออาดา อน่า ni ราอะล ดัว รักผู้น่อน มีกล กูดเมื่อวยเรื่องครับเลื่อนกลายการ เลื่องการ Secured by this Security Instrument, forcelosure by Judicial proceeding and sale of the Property. The notice shall further muz di lo noissele sure the delestion or before the date spiciali the notice may result in acceleration of the defaulti'(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; uniess applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the

The El signing or agreement in this Security in the structure of the low of the second of the structure of the second of the sec 29. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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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 an incrized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured of 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 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 experate 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 amort zation 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) ... 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) is ees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with reg. 3 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 incree; or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (1) 'ny such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any jur s 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 colores 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 recording 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 pecified 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

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 'occument 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. Burrower'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.

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender integraph 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 Act of the Managraph of Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Lender to Borrower.

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 lien 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 Lender's rights in the Property (such as a proceeding in bankrupicy, probate, for condemnation or to enforce laws or covenants 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

fee title shall not merge unless Lender agrees to the merger in writing.

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

Instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal chall not extend or postpone the due date of the monthly payments, repayments. If underparagraph 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

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3d-day period will begin offered to settle a claim; then Lender may collect the insurance proceeds. Lender may use the price of to repair or restore 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 the insurance carrier has offered to settle adding the property. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proofiof loss if not made promptly by Bori on er

all receipts of paid premiums and renewal notices. In the event of loss, Borrower stand give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and thall include a standard mortgage clause.

unreasonably withheld.

requires insurance This insurance shall be embrance in the and in the periods that Lender requires. The periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "external coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improduction ow existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a lien which may attain priority ever this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the liet to this Security Instrument. If Lender determines that any part of agrees in writing to the payment of the obligation terred by the lien in a manner acceptable to Lender; (b) contests in good statisticallien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to spream the enforcement of the lien or forfeiture of the Property; or (c) secures from the holder of the lien an part of the senteness of the holder of the lien an agreement of the holder of the lien an agreement of the holder of the lien an agreement of the holder of the lien and the lien a Borrower shall promptly discharge Lity lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

pay them on time directly to the person, wad 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 to be paid under this paragraph. If Borrower and a supply furnish to Lender to be paid under this paragraph. If Borrower and a supply furnish to Lender to be paid under this paragraph. If Borrower and a supply furnish to Lender to be paid under this paragraph. Mote; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borro wer shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prion y over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner, borrower shall be promisely and in that manner, Borrower shall appropriate the same of the pay these obligations and payable propriets of amounts and paragraph 2, or if not paid in that manner, Borrower shall enough the propriets of amounts and payable propriets of amounts are constituted in the payable propriets of amounts.

paragraphs l'and 2 shah to applied: first, to late charges due under the Note; second, to prepayment charges due under the application as a creat. Prince sums secured by this Security Instrument.

3. Application of Pryments, Unless applicable law provides otherwise, all payments received by Lender under

than immediately price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount necestry to make up the deficiency in one or more payments as required by Lender shall promptly refund to Borrower Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held'by Linder payments as sequired by Lender shall apply, no later any Funds held'by Linder paylaging to Borrower any Funds held by Lender shall apply, no later than investigated by Lender shall apply in the state in the state of the later and the state of the later and the state of the st

the ducidates of the escrow 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

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing gredits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, 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. 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender Londer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

basis of current data and reasonable estimates of future escrow items. mortgage insurance premiums, if any These items are called "escrow items." Lender may estimate the Funds due on the 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 leasthold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly leasthold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

the principal of and interest on the debi evidenced by the Note and any prepayment and late charges due under the Note. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST 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 THE NORTHERN TRUST COMPANY

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

the Security Instrument and located at:

2443 SARANAC LANE, GLENVIEW, ILLINOIS 60025 [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 BOR-ROWER 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 i, it al interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as folicies:

4. INTEREST RATE AND INCNTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may charge on the first day of JULY , 1989, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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 Hold r 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 ONE HALF percentage points 2.500 %) to the Carrent 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 1 to next Change Date.

he 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 muturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new ar o int 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 \ 9.500 %. 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 13.500

(E) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pay the amount of my new no nthly 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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(Seal)		
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(1552)	marithme Bournostory	
-Borrowe	CHARLES (BOBRINSKOY	
(Sea!)	(the El Tuberto	

Rider.

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

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.

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Property of County Clerk's Office

88251197

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MORTGAGE RIDER FOR COVENANT #21

THIS RIDER IS incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MCFICAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHERFOF, BORROWER has executed this RIDER.

HARLES KA BOBRINSKOY

___(SEAL) -BORROWER

Ward And BOBRINSKOY/HIS -BORROWER WIFE