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LOAN NO. 051801531

### **MORTGAGE**

THIS MOR" GAGE ("Security Instrument") is given on

JUNE 6, 1988

The mortgagor is

("Borrower").

This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower over Lender the pricipal sum of

SEE ATTACHED P.I.N.05-28-106-00/-0000

A TRACT OF LAND DESCRIBED AS FOLLOWS: LYING WITHIN LOT 33 OF INDIAN HILL SUBDIVISION NO. 4, A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE PLAT OF SAID INDIAN HILL SUBDIVISION NO. 4, RECORDED DECEMBER 17, 1915 AS DOCUMENT 5772393 TO WIT: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 33, SAID POINT BEING IN CENTER LINE OF RIDGE AVENUE SOUTH 16 DEGREES 37 MINUTES, EAST 166.04 FEET FROM THE NORTHEAST CORNER OF SAID LOT 33; THENCE SOUTH 16 DEGREES 37 MINUTES EAST AND ALONG THE CENTER LINE OF SAID RIDGE AVENUE 130 FEET; THENCE SOUTH 73 DEGREES 23 MINUTES WEST 101 FEET; THENCE NORTH 8 DEGREES 45 MINUTES WEST 101 FEET; THENCE NORTH 25 DEGREES 27 MINUTES EAST 40.37 FEET; THENCE NORTH 73 DEGREES 23 MINUTES EAST 175 FEET MORE OR LIGSS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

which has the address of ("Property Address");

### 620 RIDGE RD WINNETKA IL 60093

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.

8825442

# OFFICIAL COPY

Notary Public

The socked CHICAGO, IL 60635 AY HIDBON M 00L9 ST PAUL PEDERAL BANK FOR SAVINGS MICHAEL J. O'COMNOR

> LLX9 This instrument prepared by:

Books line hill to any	ongs the stoly
	My commission expires:
	· •
Jo yab	Given under my hand and official seal, this
4	set forth.
free and voluntary ac., for the uses and purposes therein	sa fine instrument as a signed the said instrument as a signed the signed to the signe
me this day in paren, and acknowledged thatho	subscribed to the foregoing instrument, appeared before
n to me to be the same person(s) whose name(s)	
(),	do hereby certify that JOHN C STONE and DOS
. a Notary Public in and for said county and state,	I. JOSEPHINE GBRANS
County ss:	State of Illinois,
DONIS N STONE -BOITOWET	DE
OCHIN C STONE . BOILDWEI	C
25001	O <sub>C</sub>
and recorded with it.	Instrument and in any rider(s) executed by Borrower
agrees to the terms and covenants contained in this Security	BY SIGNING BELOW, Horrower accents and
d Unit Development Rider	Orher(s) [specif) 1 2399 RDER
minium Rider S-4 Family Rider	
	Instrument. [Check applicable box(es)]
cutity Instrument as if the rider(s) were a part of this Security	supplement are covenants and agreements of this Sec
nore riders are executed by Borrower and recorded together with so creach such rider shall amend and	n 10 sigo il .memurami y inaccini il one on constituta il one or attain si con contra l'artification del concentra

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

22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and coollect the trents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument. prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by their school of all sums secured in pursuing the remedies provided in this paragraph 19, including, but not ilmited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not ilmited 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 are contact of the property and at any time. of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date, not less than 30 days from the date the notice is given to Borrower, by which the default inust 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 annu secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of the right of any other states after acceleration and the right to assert in the foreclosure proceeding the non-existence of the right of additional contents. 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 puragraphs 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

MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNIFORM COVERALES, Horrover and Le der cover and Land agree as knows 2 7

1. Payment of Principal and Invests, 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 onetwelfth 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 Lenger. 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 cream against the sums secured by this Security Instrument.

3. Application of Progents. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to

principal due.

4. Charges; Liens. Borro we 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 lieu 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 forte's me 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 improvementa now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "eriended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the pinounts and for the periods that Lender requires. The insurance currier providing the insurance shall be chosen by Borro wer 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, forrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower and 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 complied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's recurity 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 that 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.

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.

had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration

occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this occurred; (b) cures any default of any other covenants or agreements; (c) pays all the property and borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by a pay the same secured by this Security Instrument shall continue unchanged. Upon reinstatement by a security instrument shall continue unchanged. Upon reinstatement by a security instrument shall continue unchanged. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 18. Borrower's Right to Refratete. If Borrower meets certain conditions, Borrower shall have the right to have ended as explicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this property in the property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to any power of sale contained in this property pursuant to sale contained in this property pursuant to sale contained in the property pursuant to sale property pursuant to sale property pursuant to sale property pursuant to sale property pursuant to the property pursuant to the property pursuant to the property pursuant to the pursuant to the property pursuant to the pursuant to the property pursuant to the pursuant to the pursuant to the property pursuant to the pursuant to the

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

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

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 sederal law

it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

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

Note are declared to be severable. which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

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 provisions of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List ument or the Note conflicts with applicable law, such conflicting and fine provisions of this Security Instrument and the number of this Security Instrument and the

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

14. Notices. Any notice to Borrower provided for in this Security Instructer shall be given by delivering it or by 71 dqanganaq

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 any provision of the Note or this Security Instrument unenforceable seconding to its terms, Lender, at its option, may

partial prepayment without any prepayment charge under the Meeting of applicable laws has the effect of rendering

permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) a ly sums already collected from Borrower which exceeded 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

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan that Borrower's consent. the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's interest in the Property in Let the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the More; (i) is co-signing this Security Instrument only to mortgage, grant and convey

remedy shall not be a waiver of a preclude the exercise of any right or remedy.

11. Successors and Assign: Andread; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and beavily the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and several. Any Borrower who co-signs this Security paragraph 17. Borrower's covenants and several. Any Borrower who co-signs this Security paragraph of the provisions of paragraphs of the provisions of paragraphs of the provisions of paragraphs of the provisions of the

made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modiff, amortization of the sums secured by this Security Instrument by reason of any demand interest of Borrower s' all 110t operate to release the liability of the original Borrower or Borrower's successors in interest.

modification of an invitation of the sums secured by this Security Instrument granted by Lender to any successor in 19, Borrowe, Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the derese of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

or to the sums secured by this Security Instrument, whether or not then due.
Unless Leter and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

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

paid to Borrower.

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 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.

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 a proceed.

8. Inspections. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

LOAN RIDER

LOAN NO. 051801531 DATE JUNE 6, 1988

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

620 RIDGE RD, WINNETKA IL 60093

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, 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 Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

Borrower

Borrower

# **UNOFFICIAL COPY**

Property of Cook County Clark's Office



LOAN NO051801531 DATE JUNE 6, 1988

This Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender" or "Note Holder") of the same date herewith (the "Note") and covering the Property described in the Security Instrument and located at:

620 RIDGE RD, WINNETKA IL 60093

(Property Address)

NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENTS. THE BORROWER'S MONTHLY PAYMENTS ARE IN FIXED AMOUNTS DURING THE YEAR(S) OF THE NOTE. THE REMAINING MONTHLY PAYMENTS COULD INCREASE OR DECREASE, DEPENDING ON CHANGES IN THE INTEREST RATE.

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

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

Changes in the interest rate are governed by singles in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Monthly National Median Annualized Cost of Funds for FSLIC-insured savings and Ioan associations.

To set the new interest rate before each interest Change Pale the Note Holder will first add
to the Current Index
The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note
Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%)
This rounded amount will be the new interest rate until the next Change Date provided that on the first Change
Date the new interest rate will not be increased more than
Date the new interest rate will not be increased more than percentage points (0.000 %) or decreased more than percentage points (0.000 %) from the Initial Interest Rate set forth above (as distinguished from the Buydown interest
points out to from the Initial Interest Rate set forth above (as distinguished from the Buydown Interest
Rate) and provided further that on any subsequent Change Date the new interest rate will not be increased or decreased by more than 100 percentage points (2.000 %).  At no time during the term of the Note shall the interest rate be less than 12.900 % per annum.
or decreased by more than percentage points (2.000 %)
At no time during the term of the Note shall the interest rate be less than 50003 per annum nor more
than 12.900 % per annum.

By signing this, Borrower agrees to all of the above.

JOHN C STONE (Seal)

DORIS N STONE -Borrower

# **UNOFFICIAL COPY**

Proberty of Cook County Clark's Office



LOAN NO.051801531 DATE JUNE 6, 1988

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan 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 ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

### 620 RIDGE RD, WINNETKA IL 60093 (Property Address)

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

### A. FIXED INTEREST RATE OPTION

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

1. Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise at any time unless I am in default or this Section A1 or Section 3 below 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.

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice fat forth below. The date on which the conversion will be effective is called the "Conversion Date".

#### 2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal flows Loan Mortgage Corporation's required not yield for 30-year, fixed rate mortgages covered by 60 d y mandatory delivery commitments in effect as of the date 15 days before the Conversion Date, puts THREE EIGHTHS OF ONE PERCENT (.375%)

If this required not yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be preater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the stated value of the property.

4. Determination of New Payment Amount

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

## UNOFFICIAL COPY

### B. ASSUMPTION OPTION

The provisions of Uniform Covenant 17 of the Security Instrument provides 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.

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 malled within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these surfly prior to the expiration of this period, Lender may invoke any remedies permitted by this Security linker ment without further notice or demand on Borrower.

Notwithstringing the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to explerate and shall release Borrower from all obligations under the Security Instrument and the Note provided that, prior to the sale or transfer, (a) Borrower is not in default of the terms and conditions of the Security Instrument and the Note, (b) the credit of the person to whom the Property is to be sold or transferred is satisfactory to Lender, (c) Lender is paid Lender's then applicable assumption fee, (d) the person to whom the property is to be sold or transferred executes an assumption agreement acceptable to Lender wherein such person agrees to assume all of the Borrower's obligations under the Security Instrument and the Note.

BY SIGNING BELOW, Borrov et incepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Note.

8825442

JOHN C STONE -BOTTOWER

DORIS N STONE -Borrower