DEFT-01

\$17.25

T#4444 TRAN 0533 06/28/88 10:06:00 ***-88--283209** #8887 # TS COOK COUNTY RECORDER

88283209

(Space Above This Line For Recording Data)

011793848 LOAN NO.

MORTGAGE

JUNE 17, 1988 THIS MOP TO AGE ("Security Instrument") is given on ARLO A BONGIOVANNI AND MARIA T BONGIOVANNI, HIS WIFE

. The mortgagor is ("Borrower").

This Security Institutional 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 .we. Lender the pricipal sum of THIRTY THREE THOUS ND, NINE HUNGRED AND NO /100-

33,900.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which previews for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2018 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all rene wa's, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Secretty Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

LOT 3 IN ST. JOSEPH'S ADDITION TO MOUNT GREENWOOD, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, PANCE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 24-14-214-091-0000

24-14-214-092-0000

24-14-214-113-0000

Clart's Orrica \$17.00 MAIL

10636 s. E.A. H 111 7. B HOSTEDAND TRUMBULL CHICAGO IL 60655

which has the address of ("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.

3014 12/83

BONGION:MINI CARCO A 81H8 25 LTTO



CHICAGO, IL 60635 AN HIGHON M 0049 at faul federal bank for savings MICHAEL J. O'CONNOR

This instrument prepared by:

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	f Illinois	Motary Public, State	
A STORE STREET	יניט דער א	Laura Grif	
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rts)n, and acknowled@ed that	red before me this day in w	g instrument, appea	niogorol of to the foregoin
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c same person(s) whose name(s)	ally known to me to or the	Derson person	
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BONGIOVANNI HIS WIFE	T AIRAN LAIS INDAVO	CARLO A BONGI	do hereby certify that
cotary Public in and for said county and state,	N a	(1) st 17-7	1, LAURA
•		. 01 .	
County sa:	Noo K	<u> </u>	State of Illinois,
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	Sorrower and recorded wit		
ms and covenants contained in this Security	tot and agrees to the ter		
	Planned Unit Developm	MM KIDER	Other(s) [specify] L
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Z-4 Family Rider	Condominium Rider	J ser	iA and aldassujbA 💾
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this Security Instrument, the coverants and agreements of each rider shall be incorporated into and shall amend and 's Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

21. Release. Upon payment of all sums secured by this Security Instrument, Lender thall release this Security receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on to, resonable attorneys' fees and coats 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 appointed receiver) shall be entitled to enter upon, take possession of and manage the Property; and to collect the rents of appointed receiver) shall be entitled to enter upon, take possession of and manage the Property; and to collect the rents 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 including those past due. Any rents collection of tents, including, but not limited to, receiver's fees, premiums on costs of management of the Property including those payment of tents including, but not limited to, receiver's fees, premiums on costs of management of the Property including those payment of tents including, but not limited to, receiver's fees, premiums on costs of management of the property including those payment of tents including the property including those payment of tents of management of the property including those payment of the property including the payment of the payment

Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the forecloause proceeding the non-existence 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 anma secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrows of the riches in the secure of the statement, to reference of the secure of the security instrument, to reference of the security in the security of the security in the security of the security in the security in the security in the security of the security is the security of the security in the security is the security of the security of the security is the security in the security of the security is the security of the security is the security of the security in the security is the security of the security is the security in the security in the security is the security in the security in the security is the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security in the security is the security in the security is the security in th applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a 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 HON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as collows:

UNIFORM COVE VANTS HOFF VET and Lender UNIFORM COVE VANTS horrover and lender coverage and agree ap (drows: () () 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 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 escraw items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow r mi kes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any Iim 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 forfeit are of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the tier to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain prority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the one or more of the actions set forth above within 10 days of the giving of notice.

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

unreasonably withheld.

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

carrier and Lender. Lender may make proof of loss if not made promptly by Borrover.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall te applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, by 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 sir, i ot 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this (a) pays Lender all sums which then would be due under this Security Instrument and the Mote had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. It Borrower fails to pay these sums prior to the expitation 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period as of the date of this Security Instrument.

by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by sederal law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured 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. It all or any part of the Property or any interest in Italians 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 15. Governing Law; Severability. This Security Instrument shall be governed by federal taw 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security List ument or the Note

provided in this paragraph.

provided for in this Security Instrument shall be deemed to have been given to Boliover or Lender when given as 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

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require immediate payment in full of all sums secured by this Security Instrun ent 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 according to its terms, Lender, at its option, may

permitted limits will be refunded to Borrower. Lender may shoose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. It a refund to the Note or by making a direct payment charge under the Note or principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note of reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note of rendering partial prepayment without any prepayment charge under the Note of rendering 13. Legislation Affecting Lender's Rights. It enactment or expire on a partial profession of the Note of this Security Partial profession of the Note of this Security Partial P necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

charges, and that law is finally interpreted so that in it terest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, them (a) any such loan charge shall be reduced by the amount 12. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

that Borrower's consent.

modify, forbeat or make any accommodations, vito regard to the terms of this Security Instrument or the Mote without 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) agrees that Lender and any other Borrower may agree to extend, paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey Instrument only to mortgage, grant and convey Security Instrument shall bind and berefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

11. Successors and Assigns Edward; Joint and Several Liability; Co-Signers. The covenants and agreements of this payment or otherwise mod ty, 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 forbestance 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

interest of Borrower anall tot operate to release the liability of the original Borrower or Borrower's successors in interest. postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower 40. Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of am stranger to any successor in modification of am stranger to any successor in the successor

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or or to the surest secured by this Security Instrument, whether or not then due.

is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 da) safter the date the notice If the Property is abandoned by borrower, or if, after notice by Lender to Borrower that the condemnor offers to

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 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 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.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any give Burrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

UNOFFICIAL COPY

LOAN RIDER

LOAN NO. DATE 011793848 JUNE 17, 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:

10636 S CAB MIT B 10636 S TRUMBULL, CHICAGO IL 60655

(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.

CARLO A BONGIONANTI

Borrower

MARTA T RONGTOVANNIT

Borrower



LOAN NO. 011793848 DATE JUNE 17, 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: m 7. 6 10636 s. Ca h

MOCESTICS TRUMBULL, CHICAGO IL 60655

(Property Address)

NOTICE TO BORROWER: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS PRO-VISIONS 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

The Note has an Initial Interest Rate of 9.250 8 Beginning on the date of the Note the Borrower will pay interest at a yearly rate of 9.250 8 until the first Change Date This rate of interest is called the Buydown Interest Rate. The Buydown Interest Rate is a reduction of the Initial Interest Rate and is made by the Lender in exchange for the payment of a "buydown" fee from the Borrower to the Lender in an amount equal to 2ERO percent.
the principal amount of the Note. The Note Interest rate may be changed on the 1st day of the month beginning on
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Federal Home Loan Bank Board Morthly National Median Annualized Cost of Funds for FSLIC insured savings and loan associations.
To set the new interest rate before each interest Change Date the Note Holder will first add
percentage points (0.000 %) or decreased more than————————————————————————————————————
The first monthly payments due under the Note will each or in the amount of Beginning with the25th payment,
\$278.89 Beginning with the

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

CARLO A BONGIOVANNI

MANO T BONGVOOLON (Seal) -Borrower

-Borrower MARIA T BONGIOVANNI

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88283209

ADDENITURE TO ADJUST ABLE RATE LOAN RIDER (Fixed Rate Conversion and Assumption Options)

LOAN NO. 011793848 DATE JUNE 17, 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:

10636 S. Ca.B. W. 7. B-ESSEPTION TRUMBULL, CHICAGO IL 60655 (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 follows:

1. Option to Convert to Fixed Rate

I have a Conveylon Option which I can exercise at any time unless I am in default or this Section A1 or Section //3 Lelow will not permit me to do so. The "Conversion Option" is my option to convert the Interest /ate 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 set forth below. The date on which the conversion will be effective is called the "Conversion Date".

If I want to exercise the Convertion Option, I must first meet certain conditions. Those conditions are that:(a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date;(b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to TWO PERCENT (2.0%) of the unpaid principal I am expected to owe on that Conversion Date plus U.S.

\$250.00 ; (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder require to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Joan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day regulatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus THREE EIGHTHS OF ONE PERCENT (.375%)

At no time shell the interest rate at conversion be above 13.5% per annum. If this required net yield is not avallable, 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 greate 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 delivared 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.

Notwithstanding the provisions of Uniform Covenant 17 of the Security Instrument, Lender shall waive such option to accelerate and shall release Borrower from all obligations under the Security Instrument and the Note provided the 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, Borrowe, accepts and agrees to the terms and covenants contained in this Addendum To Adjustable Rate Loan Rider.

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