# UNOFFICIAL COPY

# 88293447

("Lender").

\$16.00

DEFT-01 T#4444 TRAM 0678 07/05/88 13:38:00 HSON 1978/1 #1178 # D #-88-293447 COOK COUNTY RECORDER (Space Above This Line For Recording Data) 253588-2 MORTGAGE THIS MORTGAGE ("Security Instrument") is given on JUNE 22 The mor g gor is PAUL G. DEGRASSI AND KATHLEEN C. DEGRASSI, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634
Borrower owes Lender the principal sum of

ONE HUNDRED FIVE THOUSAND AND NO/100

Dollar (U.S. 105,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note"), which provides for Month's payments, with the full debt, if not paid earlier, due and payable on OCTOBER, 22, 2009

This Security Instrument secures to Lender: (a) the repayment of the delt 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 Borroy, or'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 LOT 91 IN HILLTOP ESTATES UNIT NUMBER 3, BEING A SUBDIVISION IN PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL ALPIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 87-3/7727, IN COOK COUNTY, Clark's Office ILLINOIS.

-88-293447

22-28-103-010

741 KRUK which has the address of

[Street]

LEMONT (City)

Illinois

60439 [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.

**516.00** 

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 Amended 5/87

NON-UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

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for the uses and purposes therein			signed and delivered the
		ing instrument, appeared befo	ogarol and to the forego
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FRASSI, AUSBAND AND WIFE	ир кутньеви с. рес		
in and or said county and state,	, a Notary Public	HOUSE S	महमामि '।
The second second	County ss:	Rook	STATE OF ILLINOIS,
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Lender shall release this Security he Property.  Trower and recorded together with reporated into and shall amend and sir(s) were a part of this Security  A Family Rider  Inants contained in this Security  Ramis Security	on and the right to assert in the acceleration and foreclosure in may require immediate paying yoreclose this Security It paragraph 19 or abandonme inte evidence.  Thatagraph 19 or abandonme inte evidence.  Thatagraph 19 or abandonme oversesion of and manage the Ports, including, but not limite ords, including, but not limite ords, including, but not limite by Lender or the receiver shall by Lender or the receiver by into security Instrument, in of homestead exemption in the order shall be incomed to the secured by Bor it of homestead exemption in the rider such such rider shall be incomed and rider and security instrument, as if the rider of the force or the terms and cover the coorded with it.  Unit Development Rider  Unit Development Rider  Seconded with it.	ght to reinstate after accelerations of the notice. Lender at its optice in the notice, Lender at its optice in the property of redemption folices any period of redemption folice any period of redemption folice any period of redemption folice any period of enter upon, take pose past due. Any rents collection of rine Property and collection of rine property and collection of ring past due. Any rents collected in the Property and collection of rine past due. Any rents collected property and collection of rine security instrument. If one or mesterad. Borrower waives all right is and agreements of this Security instruments of this Security instruments of this Security instruments. If one or mesterad past of the Security instruments of this Security instruments of this Security instruments. It is and agreements of this Security instruments. It is an and agreements of this Security instruments. It is an an agreements of this Security instruments. It is an an agreements of this Security instruments. It is an an agreements of this Security instruments. It is an an agreements of this Security instruments. It is an an agreement in the security instruments. It is an an agreement in the security in the	inform Borrower of the ri existence of a default or a before the date specified i this Security Instrument Lender shall be entitled to. reasona 20. Lender in Possona 20. Lender in Possona 20. Lender in Possona prior to the expiration of appointed receiver) shall be costs of management of the costs of management of the costs of management of the Lastrument without charge 23. Raiver of thom 23. Raiver of thom 23. Raiver of the supplement the covenant instrument. [Check 1.ph of the covenant instrument.]

UNIFORM COVENANT. Reprover and render cover and the agree of to the largest of Principal and Interest; Prepayment and Late Charges. For rower shall

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 Food held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

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

3. Application of Foundation. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable un Jer paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Box ower 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 any 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 her 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 den in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's socurity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

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

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

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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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 had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's 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 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

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 a second to be a second to 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in the property or any part of the Property or any

Note are declared to be severable. jurisdiction in which the Property is located. In the event that any provision or clause of this Sec. 1714 Instrument or the Note Note conflicts with applicable law, such conflict shall not affect other provisions of this Security I strument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security I strument and the

15. Governing Law; Severability. This Security Instrument shall be governed by federal's wand the law of the in this paragraph. Property Address or any other address Borrower designates by notice to Lender. Any reduce to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by ribtice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this security in this security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the security in the security in the security is a security in the securit

id. Notices. Any notice to Borrower provided for in this Security Instructor 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 Varagraph 17

may require immediate payment in full of all sums secured by this Sect. it, Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall tale the steps specified in the second paragraph of

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 unenfore able according to its terms, Lender, at its option, rendering any provision of the Note or this Security Instrument unenforc able according to its terms, Lender, at its option, If enactment or expiration of applicable laws has the effect of

partial prepayment without any prepayment charge under the Moter 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. It a refu id reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (v) any sums already collected from Borrower which exceeded 12. Loan Charges. If the loan secured by this faculty Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, payment of otterwise meany a contraction of the sums secured by the original Borrower or B(n') ower's successors in interest. Any forbearance by Lender in exercising any right or remedy.

11. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and be refer to the provisions of paragraph 17. Borrower's covenants and signed be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the No.'e: (a) is co-signing this Security Instrument only to mortgage, grant and convey Instrument but does not execute the No.'e: (a) is co-signing this Security Instrument; (b) is not personally obligated to pay 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 ic) agrees that Lender and any other Borrower may agree to extend, the sums secured by this Security Instrument: and ic) agrees that Lender and any other Borrower may agree to extend.

Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower s'alling 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 action of the monthly paymented by Lender Not a Waiver. Extension of the time for payment or modification of another sums secured by this Security Instrument granted by Lender to any successor in interest of flortowers, a sum secured by this Security Instrument granted by Lender to any successor in interest of flortowers, a sum secured by this Security Instrument granted by Lender to any successor in interest of flortowers, a sum secured by the original Borrowers and a sum secured by the original Borrowers, a sum secured by the secured by the original Borrowers and the sum of the original Borrowers. Unless i.e ider and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the date the notice is 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 authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums escured by this Security Instrument whether or not then the

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 the sums secured by this Security Instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of the currences impreciately.

assigned and shall be paid to Lender. 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

shall give Borrower 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

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Berrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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## **BIWEEKLY PAYMENT RIDER**

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 22ND day of JUNE

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 Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the SeNOIS curity Instrument and located at:

ILLINOIS C

#### 741 KRUK, LEMONT, ILLINOIS 60439

Property Address

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

# A. BIWEEKLY YAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

- 1. (omitted)
- 2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

#### 3. PAYMENTS

# (A) Time and Place of Payments

I will pay principal and interest by making paymen's every fourteen calendar days (the "biweekly payments"), beginning on JULY 28 19 88 . I will make the biweekly payments every fourteen days until I have paid all of the puncipal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTP HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

## (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. S 441.45

# (C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will in intain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

# 4. TERM

If I make all by biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on OCTOBER 22, 2009 , which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

- 5. (omitted)
- 6. (omitted)

# 85233447

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# 7. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

# (C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion);

- i) I fall to univer my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly pryment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by mean's other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming a lipayments had been made on time) at the increased interest rate in substantially equal monthly installments in om the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate in effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions righted in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
  - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "mon'thy" appears.
  - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
- 2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

\*Kath leen C. Degrassiseal)

KATHLEEN C. DEGRASSI/HIS WIFE

Borrower

\_\_(*Seal)* Borrower

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