88332982

1988 JUL 27 PM 2: 30

88332982

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[Space Above This Line For Recording Data] 24802

8800702 845837323

THIS MORTGAGE ("Security Instrument") is given on JULY 25
88 The mortgagor is KYRIAKOS VOURLOS AND FRANCINE VOURLOS, HIS WIFE THIS MORTGAGE ("Security Instrument") is given on

MORTGAGE

("Borrower") This security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized an a existing under the laws of

THE STATE OF ILLINOIS

, and whose address is

4730 WEST 79T% STREET, CHICAGO, ILLINOIS 60652

("Lender").

Borrower owes Lender the principal sum of

FIFTY THOUSAND AND NO/100

50,000.00). This debt is evidenced by Borrower's note Done's (U.S. \$

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on AUGUST 1, 2018

This Security Instrument This Security Instrument secures to Lender: (a) the repayment of the dibt 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 Boric wer'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

COOK located in County, Illinois:

LOT 21 IN SUN CREST MANOR, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE LOT THE THIRD PRINCIPAL MERIDIAN, 13, EAST OF IN COOK COUNTY, Clart's Office ILLINOIS.

P.I.N. 19-27-317-038

which has the address of

7734 SOUTH KOSTNER AVENUE

CHICAGO [City]

{Street1

Illinois

60652

(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.

JNOFFICIAL COPY

RECORD AND RETURN TO: 1300 E. IRVING PARK ROAD STREAMWOOD STRINOIS 60107 THIS INSTRUMENT PREPARED BY: NAITED SAVING PARK ROAD 1300 E. IRVING PARK ROAD STREAMWOOD, ILLINOIS 60107

| Hotsiy Public | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | ••••••••••••••••••••••••••••••••••••••• | ····· | 3 | | |
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| * Ash | auto Ami | AL STATE OF AM | MA COMMIZZI MOJ eka Baba | | | |
| | () | HOOTEN | LISA | My Commission expires: | | |
| 8801. July | Jo Yeb | this 25 | d official seal, | Given under my hand and | | |
| | | | | set forth. | | |
| ty act, for the uses and purposes therein | istaniov bas sort | THEIR | es Insmutien | signed and delivered the said is | | |
| on, and acknowledged that he | erseq ni yeb zidt so | n moled base | gqe ,inəmunis | an bedribed to the foregoing in | | |
| person(s) whose nan e()/ | i aturs am ao or aw | I OI UMOUT ÁIR | morraq . | | | |
| , (Jan 1114) | | , | | | | |
| AORETOS' PIS MILE | D SEVICTOR . | NA SOJRUO | RIVKOS A | do hereby certify that | | |
| Public in and on said county and state, | _ | | , | I. Workwagned | | |
| Contract of the Contract of th | Count | • | | 'enorman an anvie | | |
| 9.33 | الل دورور | | | STATE OF ILLINOIS. | | |
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| OURLOS, HIS WIFE | EBUCINE A | 0. | | | | |
| (Scal) | Summy 10 | | | | | |
| OUKLUS | KAKI VKOZ A | -0x | | | | |
| (Seal) | 20211 | | | | | |
| | Morning. | | | | | |
| , , | | | | Instrument and in any rider(s) e | | |
| d covenants contained in this Security | ne amrai adi oi a | sorae bae estes | Borre e e acc | BY SIGNING BELOW. | | |
| | | | 1 | Other(s) [specify] | | |
| 19pq | it Development Ri | Thanned Un | Rider [| Juneni (10%) bestaubard [| | |
| 2-4 Family Rider | m Rider | uinimobno [| ler [| biA state didetenibAX | | |
| france can to rind a size (c)table sur | . H. est Mannament (| Sumaac cum to | | Supprenent: [Check '.policable' | | |
| this Security Learnment, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security | | | | | | |
| d by Borrower and recorded together with | | _ | | 22. Waiver of Homester 23. Rifers to this Secur | | |
| .23. | any recordation cos | conct spell pay | Borrower. Bon | Instrument without charge to I | | |
| ument, Lender shall release this Security | this Security Instri | ins secured by | ment of all su | receiver's bonds and reasonable 21. Release. Upon pay | | |
| ot limited to, receiver's fees, premiums on bie Security Instrument | on tud gnibuloni et he enme secured hy t | ner lo notrealle | roperty and co | costs of management of the P | | |
| see the Property and to collect the rents of the set of the siver shall be applied first to payment of the | y Lender or the rece | upon, rake pos ents collected b | nneu to enter 1st due. Any n | ne so nanc (receiver) analyse na n the Property including those pa | | |
| nder (in person, by agent or by judicially | ing judicial sale, Le | wollot noisque | period of red | prior to the expiration of any | | |
| but not limited to, reasonable attorneys' fees and costs of title evidence. 20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time | | | | | | |
| Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, | | | | | | |
| before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument by judicial proceeding. | | | | | | |
| inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nun- existence of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or | | | | | | |
| e of the Property. The notice shall further | laz bna gnibəsəorq l | aisibul yd stua | ument, foreclo | secured by this Security Instr | | |
| fore may result in acceleration of the sums | on odt ni bodicogs s | before the date | no no iluateb s | odi stud (b) bas | | |
| breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; | | | | | | |
| the second of the second secon | ll specify: (a) the do | ane soiton off I | s otherwise). | unless applicable law provide | | |
| eiroworiofi ginwolfon objekteleration for sort of the Cl shangarand robus notal sort of the Cl shangarand robus of the Cl shangar | ment (but not prior ! specify: (n) the de | Security Instru The notice sha | sement in this: s otherwise). | breach of any covenant or garden brovide law provide | | |

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

UNOFFICIAL COPY

Borrower and Lender covenant and the repast follows:

Output

Description:

Descrip

UNIFORM COVENANTS. Borrower and Lender covenant and late Charges follows: 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. 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 Fund's 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 payrien' in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by I enter. 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 late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, 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 ower, 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 lie. Thich has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure; 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 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 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 improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extender or verage" 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 Borrower 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, if the owner 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 region 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.

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 Security Instrument, including, but not timited to, reasonable attorneys' fees; and (d) takes such action as Lender may security Instrument, including, but not timited 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 (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: 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. If 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

federal law as of the date of this Security Instrument.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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 matural interest in it is sold or transferred and Borrower is not a matural full.

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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security libertuinent or the Note 15. Governing Law; Severability. This Security Instrument shall be governed by fede all aw 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

in this paragraph. provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall he given by

14. Sotices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mist class mail unless applicable law requires use of another method. The notice shall be directed to the Paragraph 17.

may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of rendering any provision of the Note or this Security Instrument unenforced le according to its terms, Lender, at its option, If enactment of expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights.

partial prepayment without any prepayment charge under the Note necessary to reduce the charge to the permitted limit; and (h) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may already collected the reducing the principal owed under the Note or by making a direct payment to Borrower. If a refuse principal, the reduction will be treated as a naterial prepayment mithout any experience principal, the reduction will be treated as a partial prepayment without any experiment.

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in the amount connection with the loan exceed the permitted limits, then; (2) any such loan charge shall be reduced by the amount If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent. 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, modify, forbear or make any accommodations with the terms of this Security Instrument or the Note without the Borrower's consent.

of 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 this Security Instrument shall bind an (1) graft the successors and assigns of Lender and Borrower, subject to the provisions 11, Successors and Assignt & Goard; Joint and Several Liability; Co-signers. The covenants and agreements of

shall not be a waiver of or preciude, ne exercise of any right or remedy. by the original Borrower or Borrov er's successors in interest. Any forbearance by Lender in exercising any right or remedy payment or otherwise modify a mortization of the sums secured by this Security Instrument by reason of any demand made Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for postpone the due Late nonthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borrower Steleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amounts. Extension of the time for payment or modification of amounts. Taken of the sum accurred by this Security Instrument granted by Lender to any successor in interest interest of Borrower stall in at operate to release the liability of the original Borrower or Borrower's successors in interest.

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

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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

paid to Borrower. the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by 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,

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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.

Borrower 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,

UNOFFICIAL COPY, 8800702 ADJUSTABLE RATERIDER 2 4845837323

| THIS ADJUSTABLE RATE RIDER is made this _ | 25TH _{day of} | JULY , | 19 <u>88</u> , and |
|---|--|---|---------------------------------------|
| is incorporated into and shall be deemed to amend and s | supplement the Mortg | age, Deed of Trust or | Security Deed |
| (the "Security Instrument") of the same date given by Adjustable Rate Note (the "Note") to | the undersigned (the | e "Borrower") to sect OF AMERICA | ure Borrower's |
| Adjustable Rate Note (the Note) to | (the "Lender" of the | same date and covering | ig the property |
| described in the Security Instrument and located at: | (| | |
| 7734 SOUTH KOSTNER AVENUE, CHICA | AGO, ILLINOIS | 60652 | |
| (Property | / Address] | | |
| THE NOTE CONTAINS PROVISION | | | |
| THE INTEREST RATE AND THE | | | |
| ALSO CONTAINS A PROVISION T OPTION OF THE BORROWER) TO | | | |
| TP & DURING THE LIFE OF THE | | RAIEALANI | |
| ADDITIONAL COVENANTS. In addition to the covenant and Lender further covenant and agree as follows: | s and agreements made | in the Security Instrum | nent, Borrower |
| A. INTEREST RATE AND MONTHLY PAYM | IENT CHANGES | | |
| The Note provides for an initial interest rate of NINE The Note provides for changes in the interest rate and the r | | follows: | 9.00 %). |
| 4. INTEREST RATE AND MONTHLY PAYMEST CH | IANGES; BORROWE | R'S OPTION TO CO | NVERT |
| (A) Change Dates | | | |
| The interest rate I will pay may change on the first data day every 12th month thereafter. Each date on which n | lay of <u>AUGUST</u> ny interest rate could c | , 19 Schange is called a "Cha | 1 , and on inge Date!" |
| (B) The Index | | | |
| Beginning with the first Change Date, my interes WEEKLY | st rate will be based | on an Index. The " | Index" is the |
| average yield on United States Treasury securities adjusted Federal Reserve Board. The most recent Index figure availab the "Current Index." | to a constant maturity le as of the date 45 day | of 1 year, as made av ys terfore each Change | ailable by the Date is called |
| If the Index is no longer available, the Note Holder nformation. The Note Holder will give me notice of this ch | | ex which is ba ed upor | n comparable |
| (C) Calculation of Changes | | C | |
| Before each Change Date, the Note Holder will calcuse FOURTHS percentage points (2.75 %) to | ulate my new interest roothe Current Index. T | ate by adding TWO he Note Holder will th | # THREE |
| result of this addition to the nearest one-eighth of one percuew interest rate until the next Change Date. The interest rate won any Change Date. The Note Holder may not adjust upwercentage points over the life of the loan. The Note Holder percentage than the limit | centage point (0.125%) vill not be changed by neard or downward the i |). This rounded amous nore than 2.00 pec interest rate by more th | ent will be my entage points nan 6.00 |

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthy payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

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UNOFFICIAL COPY

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Borrower's Option to Convert

I may, at my option, modify the repayment terms of this Adjustable Rate Loan by converting this Note to a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan. I agree to notify the Note Holder, by first class mail, of my wish to exercise my right to convert to a fixed interest rate loan. Note Holder is under no obligation to inform me of my right to convert, other than the terms as described in the Note. Notice must be addressed as follows: Senior Lending Officer, United Savings of America, 4730 West 79th Street, Chicago, IL 60652. I shall pay a fee equal to one percent (1.0%) of the then outstanding loan balance, not to exceed Nine Hundred Dollars (\$900.00), but in no event less than Four Hundred Dollars (\$400.00) to the Note Holder and that the rate for said fixed rate loan shall be the sum determined by adding one half percentage point (.50%) to the Federal Home Loan Mortgage Compression's Required Net Yield for 60 day delivery of 30 year, fixed rate mortgages ("Conversion Rate"), as of the date Note Hother acknowledges receipt of my notice to convert. If no such "Conversion Rate" is available, Note Holder, at its sole option, will determine the fixed interest rate by using a comparable figure.

My monthly payment at the new fixed interest rate will begin on the first day of the month, approximately sixty (60) days after Note Holder acknowledges receipt of my notice to exercise my option to convert ("Conversion Change Date"). The monthly payment will be the amount that is necessary to repay in full the principal I am expected to owe on the "Conversion Change Date" in substantially equal payments by the maturity date at the fixed interest rate.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is americal to read as follows:

Transfer of the Property or a Beneficial Interest in Largewer. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Dender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee at a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

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

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

-Borrower

RECORD AND RETURN TO: (Seal) UNITED SAVINGS OF AMERICA -Borrower 1300 E. IRVING PARK ROAD STREAMWOOD, ILLINOIS 60107 (Seal)

(Seal) -Borrower

(Seal)

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