

UNOFFICIAL COPY

Mailto: An R
PREPARED BY:
CITICORP MORTGAGE, INC.
645 MARYVILLE CENTRE DR.
MAIL STATION AM-1Q
ST. LOUIS, MO 63141
AUDIT DEPARTMENT

88360302

(Space Above This Line For Recording Data)

MORTGAGE**1900**

THIS MORTGAGE ("Security Instrument") is given on AUGUST 09, 1988. The mortgagor is FREDERICK W. PEELING, JR. AND PATRICIA A. PEELING ("Borrower"). This Security Instrument is given to CITICORP MORTGAGE, INC., which is organized and existing under the laws of DELAWARE, and whose address is 670 MASON RIDGE CENTER DRIVE ST. LOUIS, MO 63141 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS Dollars (U.S. \$ 180,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt 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 Borrower'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 COOK County, Illinois:

LOT 46 IN PLUM GROVE ESTATES UNIT 2 BEING A RESUBDIVISION OF PART OF LOTS 19, 20, 22, 23, 24 AND 25 IN ARTHUR T MCINTOSH AND COMPANY'S FIRST ADDITION TO PLUM GROVE FARMS A SUBDIVISION IN SECTION 27, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 3, 1987 AS DOCUMENT 87425913.

PTNS: 02-27-200-011020, 021

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 AUG 10 PM 12:08

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which has the address of 117 READING COURT (Street), PALATINE (City), Illinois 60067 (Zip Code) ("Property Address");

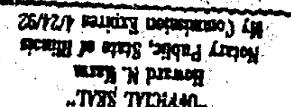
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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 seized 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.

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C-100-3242



My Commission Express:

Given under my hand and official seal, this, day of, 19

Set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

do hereby certify that..... *Robert P. Boyle, Esq.* A. P. FREDERICK W. PREDETERICK, ATTORNEY

IN FACT FOR: *Robert P. Boyle, Esq.* A. P. FREDERICK W. PREDETERICK, ATTORNEY

State of Illinois, County of Cook

(Space Below This Line for Acknowledgment)

PARTICIA A PREMISE BY HER ATTORNEY IN BORROWER
(Seal)

FEDERICK W. PREDETERICK,
BORROWER
(Signature)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider Graduate Part-time Development Rider
 Adjustable Rate Rider Condominium Rider
 Graduate Part-time Development Rider Planified Unit Development Rider

22. Waiver of Timeliness. Borrower waives all right of homestead exemption in the Property.
 Charge to Borrower, upon payment by all sums secured by this Security instrument without limitation on the time of recording.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without this Security instrument.

20. Lender in Possession. Upon receipt of payment in full of the principal amount of the note prior to the expiration of any period of redemption following judicial sale, Lender shall furnish the remaining balance of the note to Borrower, provided that the note has not been cashed or otherwise disposed of in the meantime.

19. Acceleration; Remedies. Lender shall have the right to accelerate payment to Borrower, by which the notice shall result in acceleration of the note prior to acceleration under Paragraph 13 and 17 unless applicable law provides otherwise. The notice shall specify: (a) the date acceleration is to commence; (b) the action to be taken prior to the date in which the notice must be cured; and (c) a date no less than 30 days from the date of notice to give Borrower to cure the default.

General Note: The agreement in this Security instrument (but not prior to acceleration) under Paragraphs 13 and 17 unless applicable law provides otherwise.

18. Acceleration; Remedies. Lender shall have the right to accelerate payment to Borrower, by which the notice follows:

NON-UNIFORM COVENANTS. Borrower shall receive notice of acceleration following Borrower's breach of any cov-

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with an excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify 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 forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only for mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the 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 to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

88360302

ADJUSTABLE RATE RIDER

INITIAL HERE

THIS ADJUSTABLE RATE RIDER is made this 09 day of AUGUST, 88, and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

CITICORP MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

117 READING COURT PALATINE, IL 60067
(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. Section 4 of the Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of MARCH, 1989, and on that day every sixth (6th) month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly auction average (investment) yield on 6-Month United States Treasury Bills, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 950/1000 percentage points (2.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance that I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount", and it will be the new amount of my monthly payment.

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[Sign Original Only]

Borrower -

(Seal)

Borrower -

(Seal)

Borrower -

(Seal)

PATRICIA A. PRETTING, BY HER ATTORNEY IN FACT,
FREDERICK W. PRETTING, JR.

PATRICIA A. PRETTING,

FREDERICK W. PRETTING,

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

If Borrower exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower if all sums secured by this Security Instrument fail 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. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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. 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 no 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. 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 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 Lender is not a natural person.

Transfer of the Property or a beneficial interest in Borrower, if all or any part of the Property or any interest therein ceases to be in effect, as follows:

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Security Instruments of Uniform Code, above shall then cease to be in effect, and the provisions of Uniform Code, C.1. above shall be in effect, as follows:

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Security Instruments of Uniform Code, C.1. above shall be in effect, and the provisions of Uniform Code, C.1. above shall be in effect, as follows:

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(C) Effective Date of Fixed Interest Rate

If I satisfy all of the conditions for exercising the Conversion Option described in Section 5(A) above, the new fixed interest rate will go into effect on the first day of the month following the Note Holder's receipt of the Notice of Conversion and conversion fee. This date is called the Conversion Date. If I do not satisfy all of these conditions, any attempt at exercise of the Conversion Option will be null and void. If I have satisfied all of the conditions to convert, I cannot cancel the Conversion after the Note Holder receives the conversion fee and the Notice of Conversion. After the Note Holder receives my Notice of Conversion and the conversion fee by the date it is due, Conversion becomes final. Any attempt by me to cancel the Conversion prior to the time Conversion becomes final will cause the Conversion Option to expire and my loan will remain an adjustable rate loan until maturity.

(D) New Payment Amount and Effective Date

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 on the maturity 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 maturity date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

I. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

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

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

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rate not available, the Note Holder will determine my interest rate by using comparable information.

of 22 %, if the Note Holder is required to yield certain be determined because like applicable communication

elgeht of one percentage point (0.125%). My new fixed interest rate will now exceed a maximum rate

bagas as quoted within no communication fee, plus 750 _____ percentage points added to the nearest one-

count business day of the month immediately preceding the month in which I return my Note to fix the note holder.

My new fixed interest rate will be equal to Note's 30-year A/A 60-day delivery regularity factor fixed rate

(B) Calculation of Fixed Rate

additional documents and meet my additional requirements necessary for Conversion.

by the Note Holder; (vi) I have not exercised any assumption feature; and (vii) I must give the Note Holder all my properly completed Notice of Conversion and conversion fee of \$250.00 within the time specified by the Note Holder the information necessary to complete the Note of Conversion; (v) like Note Holder must receive my Notice of Conversion and conversion fee; (iv), within the time specified by the Note Holder to obtain more than one (1) like charge in the event (2) months immediately preceding the due date like Note Holder receives more than one (1) like charge in the event Note Holder receives my Notice of Conversion and conversion fee; (iii), have not been assessed more than on the date the Note Holder receives my Notice of Conversion and conversion fee; (ii), or like Note Holder receives my Notice of Conversion and conversion fee; (i) I am not otherwise under like notice or like Security Interest.

(i) My adjustable rate mortgage payable on the date the Note Holder receives my Notice of Conversion.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

(A) Option to Convert to Fixed Rate

S. FIXED INTEREST RATE CONVERSION OPTION

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

B. FIXED INTEREST RATE OPTION

The Note Holder can only take place on the tenth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date". I can convert my interest rate only on one of the second Change Date and ending on the tenth Change Date. Each date on which Note Holder during the period beginning on the Conversion can only take place within limits to the fixed rate calculated under Section (B) below.

The adjustable rate with interest rate from do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from a Conversion Option which I can exercise unless I am in default on this Section (A) will not permit me to do so.

(F) Notice of Changes

My new interest rate will begin on the first monthly payment on each Change Date. I will pay the amount of my new monthly payment each month until the new interest rate becomes effective on each Change Date. The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my new monthly payment each month.

(E) Effective Date of Changes

S. of this Note.

The interest rate limits of this Section (D) will not apply if I exercise my Conversion Option under Section

My interest rate will never be greater than 13.875 %.

I have been paying for the preceding 6 months.

My more than ONE percentage points (1.00 %) from the rate of interest

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date (D) Limits on Interest Rate Changes

My interest rate is subject to the following limits if the appropriate box is checked:

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ADJUSTABLE RATE ASSUMPTION RIDER 0 2

THIS ASSUMPTION RIDER is made this 09 day of AUGUST, 1988, 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 person whether one or more, (the "Borrower") to secure Borrower's Note to CITICORP MORTGAGE, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

117 READING COURT, PALATINE, IL 60067
(PROPERTY ADDRESS)

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

- A. ASSUMPTION.** Any person purchasing the Property from Borrower may assume full liability to repay Borrower's Note to Lender under the terms and conditions set out in this Assumption Rider.
- B. AGREEMENT.** Lender may cause the Purchaser to sign an assumption agreement, in the form required by Lender, which obligates the Purchaser to keep all the promises and agreements made in the Note and Security Instrument. Borrower will continue to be obligated under the Note and Security Instrument unless Lender releases Borrower in writing.
- C. APPLICABILITY.** Lender is bound by these conditions and terms, as follows:
 - 1. This Assumption Rider applies only to the first transfer of the Property by Borrower and not to a foreclosure sale;
 - 2. Purchaser must be an individual, not a partnership, corporation or other entity;
 - 3. Purchaser must meet Lender's credit underwriting standards for the type of loan being assumed as if Lender were making a new loan to Purchaser;
 - 4. Purchaser shall assume only the balance due on the Note at the time of assumption for the term remaining on the Note;
 - 5. If applicable, Borrower's private mortgage insurance coverage must be transferred to the Purchaser in writing, unless waived by Lender;
 - 6. If Borrower's Note has a conversion feature and Borrower has exercised the right of conversion of this loan to a fixed rate loan from Lender, this Assumption Rider is void and Lender has no obligation to allow a assumption by a Purchaser from Borrower; and
 - 7. Lender must reasonably determine that Lender's security will not be impaired by the loan assumption.
- D. ASSUMPTION RATE.** Lender will allow assumption by Purchaser at Borrower's Note interest rate in effect at the time of assumption.
- E. ADDITIONAL CHARGES.** In addition, Lender may charge an amount up to one percent (1%) of the current Note balance and its normal loan closing costs, except the cost of a real estate appraisal.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants of this Assumption Rider.

Frederick W. Prefling, Jr.
FREDERICK W PREFLING, JR

(Seal)
- Borrower

Patricia A. Prefling
PATRICIA A PREFLING, BY HER ATTORNEY IN FACT,
FREDERICK W PREFLING, JR

(Seal)
- Borrower

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Property of Cook County Clerk's Office