88396083

This instrument was prepared by:

.RICHARD.J.JAHNS.... (Neme)

.5133. W. FULLERTON. AVE

CHICAGO, ILL 60639

MORTGAGE

16.00

	DATE
THIS MORTGAGE is made this	. 291
10 88 between the Mortgagor STEPHEN W	20TH day of JULY ARMSTRONG AND JANICE H. ARMSTRONG.
LUICITANITU ANTI LITEE	(hand the manual') and the Mortgages
TRACIONINALI PRINTO WALLE.	(herein "Borrower"), and the Mortgagee,, a corporation organized and
CHAGIN LEDEKAT SAAINGS AND TOAN ASSOCIATION	n
existing under the laws of THE UNITED ST	ATES OF AMERICA , whose address is
5200 West Fullerton — Chicago, Illinois 60639	(herein "Lender").
, 7 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, , , , , , , , , , , , , , , , , , ,
	n the principal sum ofONE_HUNDRED_TUENTY
Wilner to Direction is indebted to Lender it	n the principal sum of

WHEREAS Borrower is indebted to Lender in the principal sum of THOUSAND NOT 100 NOT 10

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, vith interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of State of Illinois:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF NOYES STREET 540 FEET EAST OF ITS INTERSECTION WITH THE EAST LINE OF ASBURY AVENUE AND RUNNING THENCE NORT, AT RIGHT ANGLES TO THE NORTH LINE OF NOYES STREET 149 FEET THENCE EAST FARALLEL WITH THE NORTH LINE OF NOYES STREET 55 FEET THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF NOYES STREET 14/ FEET THENCE WEST ALONG THE NORTH LINE OF NOYES STREET 55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS: : PERMANENT INDEX NO.: 11-07-113-031-0000

DAME OF A P. CONS... action of property

1888 AUS 31 AM 10: 48

± 8 3 9 6 0 6 3

which has the address of	1125 NOYES ST.	EVANSTON
THE THOUS ADDOL	(Street)	[City]
[State and Zip Code]	(herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

43713-7 SAF Systems and Forms

ВЕТОВИ ТО ВОХ 403

	(Space Below This Line Reserved For Lender and Recorder)
Q Quent	7
Who to	Josep Jar
No State of the St	My Commission expires: 8-86-87
91	Given under my hand and official seal, this
	set forth.
t, for the uses and purposes therein	signed and delivered the said instrument as
nd acknowledged thatthe	subscribed to the foregoing instrument, appeared before me Uns day in person, a
(a) oman asodw (a) n	personally known to rie to be the same perso
	do hereby certify that STEPHEN W. ARMSTEONG AND JANICE H.
c in and for said county and state,	I ARM A Notary Publi
	STATE OF ILLINOIS COUNTY SS:
Brior Friend	JAMES H. PRHST
TRONG BOTTOWNET	SIEBHEN M WKHB
	IN WITNESS WHER OR, Borrower has executed this Morigage.

to Borrower. Bur over shall pay all costs of recordation, if any.

23. Waver of Dorrower shall pay all costs of recordation, if any.

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O. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional accurity hereunder, Borrower has been assignment of Rents; Appointment of Receiver; Lender in Possession. As additional accurity hereunder, Borrower hash, prior to acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of the Property including those entitled to enter upon, take possession of and manage the Property and to collected by Lender or the receiver shall be applied first to payment of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the unns accured by this Mortgage. Lender and the receiver's bonds and reasonable attorney's fees, and then to the unns accured by this Mortgage. Lender and the receiver's bonds only for attorney's fees, and attorney accurated by this Mortgage. Lender and the receiver's bonds only for those tents actually received.

no acceleration had occurred. (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and expenses incurred by Lender in enforcing the covenants and agreements of Botrower contained in this Mortgage and in prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the More and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all tracentes of any other covernants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage. by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of layes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, instrumee premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds

held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to be deficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, by Lender shall pay to be deficient within 30 days from the date notice is mailed by Lender to Borrower revesting payment thereof.

Upon payment in fall of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shill be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall play all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Londer all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which his priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower nall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of

such coverage exceed that amount of coverage required to pay the such secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Fortower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on incurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borro ver making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lerier and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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 upplied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the ecurity of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

required no cure such oreach; (3) a date, not tess than 394 days from the date the notice is mailed to borrower, by which auen breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums recured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice half further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall and countentary evidence, abstracts and title reports. Including, but not limited to, reasonable attorney's feest and connectantly evidence, abstracts and title reports. Seed the sums secured by this Mortgage.

19. Borrower's Right to Reinstate Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower's highly to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall motice to Borrower as provided in paragraph 14 hereof specifying; (1) lite breach; (2) the action

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or Non-Uniform Covenants. Bottower and Lender further covenant and agree as follows:

obligations under this Mortgage and the Vote.

If Lender exercises such option to accelerate. Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at each rate as Lender shall be at each rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Bo to et's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all and the person to whom the Property is to be sold or transferred reach agreement in writing that the cedit of such person 13. Transfer of the Property: Assumption. If all or any part of the Property or an intrest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lies, or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise. descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold there years or less mot containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such anotion to accelerate if, prior to the sale or transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the c. edil of such person and the person to whom the Property is to be sold or transferred reach agreement in writing that the c. edil of such person

other provisions of this Mortgage or the Mote which can be given effect with our the conflicting provision, and to this send the provisions of the Mortgage and the Mote are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Aote and of this Mortgage at the time of execution or after recordation hereof. Uniform Mortgage; Governing Law: Severability. This form of no origage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to location a uniform security instrument covering real property. This Mortgage shall be governed by the limited with applicable law, such conflicts with applicable law, such conflicts a shall not affect event that any priovision or clause of this Mortgage on the Mote Conflicts with applicable law, such conflicts a shall not affect event that any previsions of this Mortgage on the Mote conflicts with applicable law, such conflicts and affect event that any previsions of this Mortgage on the Mote conflicts with a factor and to the mote or the law of the Mote provisions of this Mortgage or the Mote or the Mote and the mote of this Mortgage or the Mote or the Mote applicable law, such conflicts and to the affect of the mote or the Mote applicable for the Mote or the Mote or the Mote and the Mote or the Mote and the Mote and the Mote and the Mote or the Mote and the Mote or the Mote o

(b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrows, as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Notice. Except for any notice required under ar licable law to be given in another manner, (a) any notice to Borrower provided tor in this Mortgage shall be given by maning such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrow or any designate by notice for Lender as provided herein, and

interpret or define the provisions hereof.

by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original ectrower and Borrower's successors in interest. Lender shall not operate to required to commence proceedings against such sucressor or refuse to extend time for payment or otherwise anotherwise such successors or refuse to extend time for payment or otherwise and accessors in interest.

11. Fortbearance by Lender N. 18 Waiver. Any fortbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable 18. Any fortbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable 18. Remedies or the rayment of taxes or other liens or charges by Lender shall not be a waiver of or preclude the exercise of any such right or remedy of the independent of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the independent of taxes or other liens or charges by Lender shall not be a waiver of Lender's remedy under this Mortgage are distinct and cumulative to any other right or accelerate the maturity of the independent and may be exercised concurrently, independently or auccessively.

12. Remedies Cumulative. All remed is provided in this Mortgage are distinct and cumulative to any other right or auccessors and Assigns Bound; Jeint and Several Liability; Captions. The covenants and agreements and agreements of the provisions of paragraph 17 hereof. All coverances or the provisions of paragraph 17 hereof. All covenants and agreements and assigns of Lender and Borrower sublices or paragraph in the provisions of paragraphs of the Nortgage are for convenience only and are not to be used to interpret or define the provisions hereof. 10. Bortower foot spleased. Extension of the time for payment or modification of amortization of the sums secured

kinəmilateni dəuz to postpone the July of the monthly installments referred to in paragraphs I and 2 hereof or change the amount of Unless Lience and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

Property or to anns secured by this Mortgage. mailed. Lettle is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

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 such notice is

paid to Borrower. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage.

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

interest in the Property.

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

any action hereunder. date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such

manner provided under paragraph 2 hereof. Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

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UNOFFICIAL GOPY 3

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this . 20TH. day of
No. 10 A. L. ad Primers the comments and in the Country Instrument. Decree
Modification. In addition to the covenants and agreements made in the Security Instrument, Borrower and
Lender furthe, covenant and agree as follows:
A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note has a t"Initial Interest Rate" of . AQ. %. The Note interest rate may be increased or decreased on the
.1ST, day of the month beginning on PECEMBER. 91, 19
36. months thereafter
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]
(1) [1] "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major
Types of Lenders" published by the Federal Home Loan Bank Board.
(2) XX SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD
[Check one box to indicate whether there is any max mum limit on changes in the interest rate on each Change Date; if no box is checked there will
be no maximum limit on changes.]
(1) There is no maximum limit on changes in the interest rate at any Change Date.
(2) XX The interest rate cannot be changed by more than 3. percentage points at any Change Date.
If the interest rate changes, the amount of Bor c wer's monthly payments will change as provided in the Note. In-
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.
B, LOAN CHARGES
It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges
and that law is interpreted so that the interest or other loan Cir. 1995 collected or to be collected in connection with the
loan would exceed permitted limits. If this is the case, then: (A) and such loan charge shall be reduced by the amount
necessary to reduce the charge to the permitted limit; and (B) any swin already collected from Borrower which exceed-
ed 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.
C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien
which has priority over this Security Instrument, Lender may send Borrower and tice identifying that lien. Borrower
shall promptly act with regard to that lien as provided in paragraph 4 of the security Instrument or shall promptly
secure an agreement in a form satisfactory to Lender subordinating that lien to the Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit or the imount of any one in terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a podition of Lender's waiving the option to accelerate provided in paragraph 17.

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

....(Seal) ARMSTRONG -Borrower

kine H- Armotion JANICE H. ARMSTRONG

Property of Coof County Clark's Office

88336063

LOAN # 01-44028-47

ASSUMPTION RIDER TO MORTGAGE

DATED THE 20TH DAY OF JULY , 19 88 BETWEEN

LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

STEFHEN W. ARMSTRONG AND JANICE H. ARMSTRONG, HUSBAND AND WIFE

Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, only upon the express conditions as are hereinafter set forth.

- 1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.
- 2. The Lender may in its sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.
- 3. Notwithstanding the foregoin, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and

mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed this Rider the 20TH day of JULY , 19 RR.

BORROWER

STEPHEN H APMSTRANG

BORROWER

JANICE H. ARMSTROM

ance N. Hemotions

Property of Coof County Clerk's Office