CLARK JENNISON

£0909 ONE SOUTH DEARBORN STREET THIS INSTRUMENT WAS PREPARED BY

ADJUSTABLE RATE CHICAGO, ILLINOIS

Morigage

SAVINGS **O**ANOOMIC

One South Dearborn Street Chicago, Illinois 60803 Telephone († 312) 977 5000 Corporate Office

LOAN NUMBER: 010023244

REPTEMBER 1

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is ( 68

WARK D. BROWN AND SUSAN L. BROWN, HIS WIFE

is organized and existing unliet the laws of The United States, and whose address is One South Dearborn Street. Chicago, Illinois ("Borrower"), This S. 20 at Instrument is given to Citicorp Savings of Illinois, A Federal Savings and Loan Association, which

beardehive at it deb sid T 00.004,89 Dollars (U.S. \$ NINETY EIGHT THOUSAND FOUR HUNDRED 60603 ("Lender"), Borrow, owes Lender the principal sum of

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 at a rayable on

OCTOBER 1, 2019

County Illinois: the Note. For this purpose, Borrower does hereby nor grant and convey to Lender the following described property beared of this Security Instrument; and (et the performance of Borrower's covenants and agreements under this Security Instrument and extensions and modifications: (b) the payment of all other sums, with interest, advanced under puragraph 7 to protect the security This Security Instrument secures to Len. er. (a) the repayment of the debt evidenced by the Note, with interest, and all renewals.

NOVEMBER 20, 1962 AS DOCUMENT NUMBER 18651325, IN COOK COUNTY, PAID SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE 11, EAST OF THE THIRD LOT 414 IN HOLLYMOOD RIDGE UNITY, RANGE UNITY, RAN

ILLINOIS.

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CO EL LUMBAN Ath NO Life BTAIL CECTOS

850-805-50-50

COUNTY RECORDER

1068 KENILWORTH DRIVE, WHEELING

To saysbbn add and daidw

Kuol

"Property Address";

[Spo Cods] 06009

aionilli

erty. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the prop-ACCEAHER MIAH all the improvements now or hereafter erected on the property, and all essements, rights, appurtenances,

Security Instrument as the "Property."

and will defend generally the title to the Property against old ima and demands, subject to any encumbrances of revordgrant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants RORROMER COVENAVIS that Borrower is lawfully seised of the estate bereby conveyed and has the right to montague.

THIS SECURITY INSTRUMENT compines anniorm security instrument covering and property. THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited

FORM 45754 AND CITICORD SAVINGS

## **UNOFFICIAL COPY**

UNIFORM COVENANTS: Borrower and Lender covenant and agree as 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 escrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrew 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 escribe in ms, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not unificient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one convergence payments as required by Lender.

Upon payment in all foll sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under part graph 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 Schurity 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 clair es due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourt', to interest due; and last, to principal due.
- 4. Charges; Liens, Borrower shall pay all takes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Institute, 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has pricrity over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal promptings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c)'s cores from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Let der 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 at an 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 with the term "extended coverage" and any rune, buzards 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 inc a 4 a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, 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 apple to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds thall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower's andons 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 some secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

- 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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#### UNOFFICIAL COPY 2 7

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 fieu 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 any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the 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 Legacy and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mountily 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 important on the stars secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the lability of the original Borrower or Borrower's successers in interest. Lender shall not be required to commence proceedings agains, any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Northly 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 Found: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit he 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: (at is co-signing this S curity Instrument only to 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 9: the Note without that Borrower's consent.
- 12. Loan Charges, if the loan secured by this S.c wity Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or of) or an charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan things shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from 30 rower 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 expirition 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 an ren edies permitted by paragraph 19. If Lender exercises this option. Lender shall take the steps specified in this 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 movided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given us provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurialistion in which the Property is located. In the event that any provision or chause of this Security Instrument of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Lot's 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 In au nent.
- 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 for 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.

Motary Public, State of Illinois 18/20/91 TOHN F EWWONE "OFFICIAL SEAL" Course Below This Line Passewed for Lender and Percords Soury Public Tell'omnission Expires: Civen under my hand and official seal, this , 61 free and voluntary act, for the uses and pu. po. .s therein set forth.  $\pm$  as transmittari bise off berovitob bra berezie THEIR subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY , personally known to me to be the same Person(s) whose narrods) MARK D. BROWN AND SUSAN L. BROWN, HIS WIPE a Notary Public in and for said county and state, THE UNDERSIGNED State of Illinois, COOK чэмоттоВ-aa. 50°469 ~ MARK D. "T NYSOS BROWN BROMN any riderts) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepte any agrees to the terms and covenants contained in this Security Instrument and in SEE RIDERS ATTACARD HERETO AND MADE A PART HEREOF (Vitiooqs) (smodJO Conversion Rider egagradd eing eldaisuibA Craduated Payment Fider Planned Unit Development Rider Tabis glimes 1-2 Condominium Rider rolaist alua elduseuibh 🛣 🕹 desaixod aldasilq the coverants and serveements of this Security Instrument as if the ridertst were a part of this Security Instrument. [Check ap-Security Instrument, the cocommiss and agreements of each such rider shall be incorporated into and shall amend and supplement 33. Indicate this Security Instrument. If one or more riders are executed by Borrower and recorded together with this 22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property. without charge to Borrower Borrower shall pay any recordation costs. 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. torneys' fees, and then to the sums secured by this Security Instrument. Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's honds and reasonable atthose past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the shall be entitled to enter upon, take possession of and manage the Property and to collect the tents of the Property including to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) 30. Lander in Possession. Upon acceleration under paragraph 19 or abandonment of the Praperty and at any time prior

provided in this paragraph 19, including, but not limited to, reasonable attorneys' less and costs of title evidence.

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

security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies require mitmediate payment in full of all sums secured by this Security instrument without further demand and may forcelose to accoloration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower of some by judicial proceeding and sale of the Property. The notice shall further information of the talket to remark and each of the proceeding and sale of the Property. default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument. then 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the haw provides otherwises. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less coverant or agreement in this Security Instrument that not prior to acceleration under paragraphs 13 and 17 unless applicable 19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any

SOX #165

# UNOFFICIAL COPY

Adjustable Rate Mortgage Rider

Citicorp Savings of Illinois A Federal Savings and Loan Association

Loan Number:

010023244

NOTICE: The Security Instrument secures a Note which contains a provision allowing for changes in the interest rate. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

This Rider is made this LST SEPTEMBER day of , 19 89 , and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust, or Deed to secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Citicorp Savings of Illinois, A Federal Savings and Loan Association, (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

1068 KENILWORTH DRIVE, WHEELING, ILLINOIS

Property Address

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

A. Interest Rite and Monthly Payment Changes. The Note has an "Initial Interest Rate" of 8.375 Note interest rate may be increased or decreased on the day of the month beginning on 19 2890 90, and on that do not the month every 6 month(s) thereafter.

Changes in the interest to a are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.1

- \* The weekly average yield on United States Treasury securities adjusted to a constant maturity of as made available by the Federal Reserve Board.
- (2) X.\* The weekly auction aver ge (irrestment) yield on six month United States Treusury Bills.

(3) T. P. Other:

In no event over the full term of the Not/ will the interest rate be increased more than

percen-6.375

(1) from the 1 itial Rate of Interest. tage points? Before each Change Date the Note Holder will calculate the new interest rate by adding

(6) to the Current Mar & However, the rate of interest that is required to Be paid shall never be percentage points)

tage points ( increased or decreased on any single Change Date by more than from the rate of interest currently being paid.

1.000 If the Interest rate changes, the amount of Borrower's northly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreas is 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 charges collected or to be collected in connection with the loan exceed the permitted limits, then: (i) any such loan charge shoul to reduce by the amount necessary to reduce the charge to the permitted limit; and (ii) any sams already collected from me which exceeded permitted limits will be refunded to me. The Lender may choose to make this refund by reducing the principal I owe under the Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment
- C. Prior Liens. If Lender determines that all or any part of the same sec ired in this Security Instrument are subject to a lieu which has priority over this Security Instrument, Lender may send Borrower a lotice identifying that lieu. Borrower shull promptly act with regard to that lien as provided in paragraph 4 of the Security Institution to shall promptly secure an agreement in a form satisfactory to Lender subordinating that fien to this 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 on the amount of any one interest rate change (if there is a limit), or (3) an increase in the limit on the amount of in a rate change over the full term of the Note, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

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

sun

-Borrower

SUSAN L. BROWN

(Seal) -Borrower

'If more than one box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply to Notes with Change Date one year or more apart and the Second Index will apply to Notes with Change Dates less than one year apart.

(Seal -Borrower (Seal)

-Borrower

### **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

89414027

Adjustable Rate Mortgage Conversion Rider



Chicarp Sevings of Minor Acceptator

LORD Number: 010023244

THIS ADJUSTABLE RATE MORTUAGE CONVERSION RIDER is made this 15T day of SEPTEMBER ,1989, and is incorporated into and shall be deemed to amond and supplement the Mortgago (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable little Nate (the "Note") to Chicorp Savings of Illinois, A Faderal Savings and Loan Association (the "Lenden"). Derrower is referred to herein as "I", "ms", "my" and "mine" Lender or any one who takes the Adjustable Rote Note by transfer and who is entitled to receive payments under the Note is referred to herein as "Note Holder". This covers the property described in the Executity Instrument located all.

1068 KENILWORTH DRIVE WILMETTE, ILLINOIS 60090

ADDITATIAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Burrower and Lender agree is a follows:

The Adjusted at this Note Conversion Rider to Bernwer's Note contains provisions that allow the Borrower to convert the Adjustable force Note Note That Ride Note. That Rider provides as follows:

A. Fixed Interest late Option.

1. Option to Convert as Fixed Rate. I have an option (the "Conversion Option"), which I can exercise to survert the interest rate I am required to an by the Note from an Adjustable Rate to a Fixed Rate calculated under Section A(4) below for the remaining term of my Loan vales Sections A(1) or A(2) of this Rider will not permit me to do so.

The conversion can only take place on a date specified by the Note Holder during the period of time (the "Conversion Period") beginning on the 2ND Change Only and ending on the 10TH Change Date of my Note. Each date on which my administrative can convert to a rew fixed rate is called a "Conversion Date". I can convert my intermal rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: In) I am not in default or foreclosure under the Note or the Security Instrument on the data I give the Note Holder ratice that I want to exercise the Conversion Option, or on the data the Note the Note or who holder receives my signed Notice of Conversion; (b) I am not in default or foreclosure under the Note or the Security Instrument in the date on which my interest rate converts from an adjustable rate in a fixed rate (the "Conversion Option of Ite) I have not a sensessed for more than one (I) late charge in the twive (12) months immediately preceding the date I give the Note Holder notice in the Conversion Option; and I am not assessed a face charge from the time I give such notice to the Conversion Option; (di within the times described below in Section A(2) I fit give Note Holder notice of my desire to exercise the Conversion Option; (fit pays non-refundable fee the "Conversion Fee") equal to \$250.00 (fill) properly complete and return to the Note Holder the Notice of Conversion after I obtain from the Note Holder the Information necessary to complete it; and five I give Note Holder any additional documents and meet any additional requirements that may be necessary for exercise of the Conversion of the Note for in assumption of my have been delivered to mo by the Lender, my loan will no longer be convertible to a fixe T te loan). My rights under this Rider are not assignable.

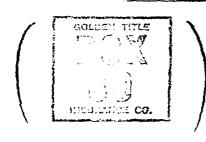
2. Exercise of Conversion Option, I may not begin the conversion process earlier than the month immediately preceding the SECOND ——Change Date, My last opportunity to begin the conversion process is the month immediately preceding the Final Change Date to occur during the Conversion Period. I may begin to a conversion process during any month between these months.

Th begin the conversion process in a particular month, I must telephone Note holder during regular business hours some time from the opening of business on the first business day of that month strough the class of business on the fourth business day of that month at Note Holder's Customer Service Department (312) 977-5778 at such other number as Note Holder may salvice me. Note Holder will advise me of the fixed rate then available to me and give the instructions on completing my Notice of Conversion.

If I decide to exercise my Conversion Option, I must complete my Notice of Conversion and return it to Note Holder together with the Conversion Fee. The properly completed and signed Notice of Conversion and the Conversion Fee MUST be received by Note Holder no later than the seventh business day of that month. The Notice of Conversion and Conversion fee must be received by Note Holder at its office specified during my telephone conversation required above. Delivery to one of Note Holder's other offices does not satisfy this delivery requirement, and may result in a delay that will render my attached exercise of my Conversion Option null and void.

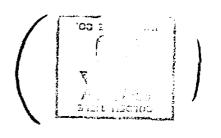
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Lentites



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MARK D. BROWN TOWN TOWN Berrower SUAN L, BROWN Berrower Berrower

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BY HIGHING BELOW, Berrmwer proopts and agrees to the torner and consents contained in this Adjustable Rate

to a fixed rate under this Cot of some Option, all of the assumption rights available under the torus of any Association Certificate provided to use supplementing the file and Security Instrument will terminate on the Conversion Delta, and the terminate on the Conversion Delta, and the terminate which I may be required to pay in all amounts towarder the Note which may described in the section of the Mote amplituded which is a last to be in full first and affect without are described in the section of the Mote amplituded. Unform Secured Mote in full all amounts to be in full first and affect without are described in the section of the Mote amplitude.

H. Transfor of the mount of a Beneficial informed in the mountable interest the Department of the Conservation Date.

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H. Transfor of the mount as no Beneficial Information of the adjustable interest take of my bluss is conserved.

5. Description of New Payment Amount, it is chasse to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unipul principal to the monthly payment that would be sufficient to repay the unipul principal to the monthly payment that would be sufficient to repay the unipulity of the result of this payments. The result of this

porcentage points (the "Margin").
If the FMMA 60 Day Kate is not available when I exercise my Conversion Option, Mole Holder will chause a subalitate take the finite on interest rate changes on any Change in ony limits on interest rate changes on any Change in ony limits on interest rate changes on any Change in ony in the face in ony interest rate of my Mole will not apply when the face is established. Humaner, the fixed interest rate will not execute my No. 75 %.

4. Calculation of Fixed Rate, My new fixed interest rate will be determined as of the close of the Federal Methods Mouse the Conversion Federal basics of the Federal Methods in which I deliver my Mouse of Conversion that Conversion Federal Musical Solutions for the Federal Matiental Mouse foother monthly for the Eddram in the Conversion Federal Matiental Mouse foother monthly for the Conversion of the Federal Matient for the Federal Matient for the Conversion Federal Matient for the Federal Matient Matien

3. Effective Date of Fixed Interest Rate. It is study all at the conversion Opinon described by Exection Atst above, the new traced interest rate will be of the first day of the man that discounter the will be of the case of Conversion of C

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