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## MORTGAGE LOAN# 200433854

1989 THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 10  
The mortgagor is HERBERT L DAWSON JR., MARRIED TO ROXANNE R DAWSON

(“Borrower”). This Security Instrument is given to D & N MORTGAGE CORPORATION  
which is organized and exists under the laws of THE STATE OF MICHIGAN and whose address is  
1847 W. BIG BEAVER RD., TROY, MI. 48084 ("Lender").  
Borrower owes Lender the principal sum of SEVENTY THOUSAND AND NO/100

Dollars (U.S. \$ 70,000.00). 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 MARCH 01, 2019. 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 2 IN BLOCK 4 IN KNOTTING GATE UNIT 1, A SUBDIVISION OF PART  
OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-27-407-002

REC'D BY RECORDER  
FEB 17 1989 10:40:00  
SCEC-1 R- 89-075141  
REC'D BY RECORDER

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which has the address of 4121 RUSSETT WAY  
[Street]  
Illinois 60477  
[Zip Code]

COUNTRY CLUB HILLS  
[City]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, ap-  
purtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter  
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing  
is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mort-  
gage, 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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1900/Mar

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MARY COMMISSION EXPIRES 12/20/93  
 NOTARY PUBLIC STATE OF ILLINOIS  
 JANICE K. FEULNER  
 OFFICIAL SEAL

Notary Public  
 Janice K. Feulner

1-20-93

My Commission expires:

Given under my hand and official seal, this      10      day of January      1993

set forth.

signed and delivered the said instrument as      **there**      free and voluntary act, for the uses and purposes herein

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

personally known to me to be the same person(s) whose name(s) appear

do hereby certify that **Heribert L. Dawson Jr.,** Notary Public in and for said county and state,

, a Notary Public in and for said county and state,

*Signature R. Dawson*

STATE OF ILLINOIS.

Cook

County ss;

(Space below this line for Acknowledgment)

Borrower  
(Seal)

Guarantor  
(Seal)

ATTN: KAREN B PRESTON  
ROLLING MEADOWS IL 60008  
D & M MORTGAGE CORP  
5999 S NEW MILLE RD #408  
HERIBERT L DAWSON JR  
*Signature L. Dawson*

and in any rider(s) executed by Borrower and recorded with it.

Other(s) (specify) **ADJUSTABLE RATE RIDER**

Graduated Payment Rider       Planned Unit Development Rider  
 Adjustable Payment Rider       Condominium Rider       2-4 Family Rider

Other(s) (specify) **ADJUSTABLE RATE RIDER**

means the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. Security instrument, the coverings and agreements of each rider shall be incorporated into and shall amend and supplement 23. Riders to 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 exception in the Property.

prior to the expiration of any period of redempion following judicial sale, Lender (in person, by agent or by judgment) after notice in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the date specified in the notice, Lender at his option may require immediate payment of all sums secured by this Security instrument without charge to Borrower. Borrower shall pay any reasonable costs.

21. Releases. Upon acceleration of all sums secured by this Security instrument, Lender shall release this Security instrument of management of the Property and collection of rents, and then to the sums secured by this Security instrument, or receiver's bonds and reasonable attorney's fees, and interest on the sums secured by this Security instrument.

20. Lender in Possession. Lender shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the Property (receiver) shall be entitled to receive the rents of the Property and to collect the rents of the Property until paid to Lender. Lender shall pay any reasonable costs of title evidence.

of any conveyance or assignment (but not prior to acceleration under paragraphs 13 and 17 unless application of law provides otherwise). The notice shall specify: (a) the date the notice is given to Borrower to cure the defect; and (d)

19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any provision in this Agreement (but not prior to acceleration under paragraphs 13 and 17 unless

application of law provides otherwise). The notice shall specify: (b) the action required to cure the defect; (c)

application of law provides otherwise). The notice shall specify: (b) the action required to cure the defect; (c)

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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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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 priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, 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 applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

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Borrower's obligation had occurred. However, this Section is not applicable in the case of an acceleration by Lender or Borrower's notice to pay the sums secured by this Security Instrument in full by Lender or Borrower prior to the time of or prior to an injunction restraining proceedings, directed or consequential, in connection with any condemnation or other taking of any part of the Property, or for any condemnation or other taking of the Property by Lender or Borrower or any entity which may make reasonable entries upon the Property. Lender shall give Borrower notice to its agent to make reasonable entries upon the Property. Lender shall give Borrower notice to its agent to make reasonable entries upon the Property for the purpose of inspection. Lender shall give Borrower notice to its agent to make reasonable entries upon the Property for the purpose of condemnation or other taking of the Property by Lender or Borrower or any entity which may make reasonable entries upon the Property.

8. Inspection. Lender or its agent may make reasonable entries upon the Property for the purpose of inspection. Lender shall give Borrower notice to its agent to make reasonable entries upon the Property for the purpose of condemnation or other taking of the Property by Lender or Borrower or any entity which may make reasonable entries upon the Property.

9. Condition. The proceeds of any award or claim for damages, directed or consequential, in connection with any condemnation or other taking of any part of the Property, or for condemnation or other taking of the Property by Lender or Borrower or any entity which may make reasonable entries upon the Property, Lender shall give Borrower notice at the time of or prior to an injunction restraining proceedings, directed or consequential, in connection with any condemnation or other taking of any part of the Property by Lender or Borrower or any entity which may make reasonable entries upon the Property.

10. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of modified payment.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. If the Property is awarded or to the sums secured by this Security Instrument in the event of a take-over by another entity which may make reasonable entries upon the Property, Lender shall not operate to release the liability of the original Borrower or Lender to any successor in interest. Lender shall not be required to commence proceedings against any successor in interest by reason of any demand for payment or other written notice of termination of the security interest in the Property made by another entity which may make reasonable entries upon the Property.

11. Successors and Asses. Bound: Joint and Several Liability; Co-signers. The convenants 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, co-contractants and successors 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 to mortgage, (b) any such loan charge shall be collected by reduced amount of the loan is finally interpreted so that the interest or other loan charges collected or to be collected in charges, and that law is jointly liable under the Note.

12. Loan Charges. If the loan secured by this Security Instrument is subjected to a law which sets maximum loan instrument or Note. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in effect of recipient and by first class mail to Lender's address stated herein or any other address to Lender. Any notice to Borrower by first class mail to Lender's address shall be deemed to have been given to Borrower or Lender when given in accordance with the Note which can be given without the cost of this provision. To this end the provisions of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or instrument in which the Property is located. In the event that any part of the property or any interest in it is sold or transferred (or in a beneficial interest in Borrower), if all or any part of the property or any interest in Lender's prior written consent, Lender not be exercised by Lender 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 or instrument.

13. Registration Affection Lender's Rights. If a conveyance of any instrument of applicable laws has the effect of rendering notices to the Note are severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given one conforming copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by law of the state and the law of the Note given in effect in this paragraph.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property to a Beneficial Interests in Borrower. If all or any part of the property or any interest in it is sold or transferred (or in a beneficial interest in Borrower, if all or any part of the property or any interest in Lender's prior written consent, Lender not be affected by transfer of note power to Lender in full of all sums secured by this Security Instrument.

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have

any remedies permitted by this Security Instrument without further notice to Lender in the event that any other notice is given to Lender. Borrower shall have the right to retain such sums as of the date of the notice given to Lender for the purpose of paying the monthly payments due under this Security Instrument. Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of payment of the monthly payments due under this Security Instrument.

19. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

20. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

21. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

22. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

23. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

24. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

25. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

26. Lender's Right to a Take-over of the Property. If a receiver is appointed to the property or any interest in it, the receiver shall have the right to take over the property or any interest in it, and Lender shall not be liable for any delay in giving notice to Lender if Lender has received notice of appointment of receiver.

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index — Rate Caps)

LOAN# 200433854

THIS ADJUSTABLE RATE RIDER is made this 10 day of FEBRUARY, 19 89, 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 D & N MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4121 RUSSETT WAY COUNTRY CLUB HILLS IL 60477  
[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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 9.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of MARCH 19 96, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, 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 2.750 percentage points (2.750 %) 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 that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 12.000 % or less than 8.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.000 %.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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 beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that 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.

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Property of  
County Clerk's Office

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

ROXANNE R DAWSON'S SIGNING FOR THE SOIL  
PURPOSE OF MAINTAINING HOMESTEAD RIGHTS  
HERBERT L DAWSON  
Roxanne R Dawson  
Herbert L Dawson  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)

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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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## ADDENDUM TO ADJUSTABLE RATE/NOTE AND RIDER

### FIXED RATE CONVERSION OPTION

THIS ADDENDUM TO ADJUSTABLE RATE/NOTE AND RIDER is made this 10TH day of FEBRUARY, 1989, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate/Note and Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate/Note and Rider with Addendum To Adjustable Rate/Note and Rider to:

D & N MORTGAGE CORPORATION (the "Lenders") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at: 4121 RUSSETT WAY  
COUNTRY CLUB HILLS IL 60477 (Property Address)

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

#### FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate - I have a Conversion Option which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The Conversion Option is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5 (B) below.

The Conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Such date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. The conditions are that: (1) I must give the Note Holder notice that I want to do so; (2) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (3) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of \$150.00; and (4) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate - My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (1) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (2) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this section will not be greater than the maximum rate stated in Section (4D) of my note.

(C) 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 the 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.

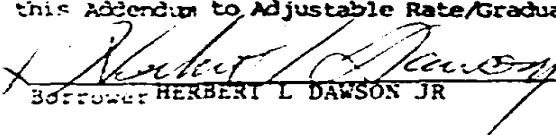
#### TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustable Rate/Graduated Payment Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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 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.

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

  
Borrower HERBERT L DAWSON JR

Borrower

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