TZSBCT—BB—# Q # 6926# 66:94:17 88/46/56 SSZZ NHOSL ##### 5Z'8T\$ 10-1433

Wilmette

623 Central Avenue

which has the address of

571/21

[22444]

("Propenty Address"):

(גם כספנן zionilii 16009

appurenances, rents, royalites, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or becreater 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." TOCETHER WITH all the improvements now or hereafter erected on the property, and all exements, rights,

cacumbrances of record. Bostoner nationis and will defend generally the tule to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record BORROWER COVENANTS that Bostower is lawfully seried of the estate hereby conveyed and has the right to

limited variations by jurisdiction to constitute a uniform security instrument covering real property THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

CHRIS BLENKES FORMS, NC CHRIS BLENKES FORMS, NC ferm 3014 12/83

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breack of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 rents of

Instrument without charge to Borrower. Bo	collection of rents, including, but no ces, and then to the sums secured by t sums secured by this Security Instru errower shall pay any recordation cost	t limited to, receiver's fees, premiums on his Security Instrument. Innent, Lender shall release this Securitys.	on 🛴
23. Riders to this Security Instrume this Security Instrument, the covenants and supplement the covenants and agreements Instrument. [Check app' (ca) le box(es)]	agreements of each such rider shall	l by Borrower and recorded together wit be incorporated into and shall amend an	od
Adjustable Rate & der	Condominium Rider	2-4 Family Rider	
Graduated Payment Killer	Planned Unit Development F	lider	86188521
Other(s) [specify] Adde nd an	to Adjustable Rate Rider		3
BY SIGNING BELOW, Borrower ac Instrument and in any rider(s) executed by E	or opts and agrees to the terms an decrower and recorded with it.	d covenants contained in this Securit	y
	X etus	N. Stadte (See	1)
	MnIip W. Donna J. S	and Dord Down	1)
	40.	(Sca	in
		—Вогго-	er .
		(Sca. —Borrow	
STATE OF ILLINOIS,	Cook county	ss: T	
i. the underso	a Notary I	Public in and for said county and state	
do hereby certify that	nally known to me to be the same		3CHON
subscribed to the foregoing instrument, a			-
signed and delivered the said instrument a	s Hell free and voluntar	y act, for the uses and purposes therein	n
set forth.		o	
Given under my hand and official se	eal, this	Dr. (. 1980 .	
My Commission expires:	my dim	Richer N. 1	

"OFFICIAL SEAL" Lynn Liskiewicz Notary Public, State of Illinois My Commission Expires 12/19/89 prepared by:

This instrument was Lisa Meyer

(Name) 1767 Glenview Road, Glenview, Illinois 60025 (Address)

Motary Public



requesting payment.

Any amounts disbursed by Lender under this paragraph? 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 disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is legal proceeding that may significantly affect regulations), then Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender's actions 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?, Lender does not have to do so.

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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

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, Borrow er's right to any insurance policies and reocceds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from damage to the sums secured by this Security from damage to the sums secured by this Security

Unless Lender and Borrower otherwise agree in writing, insurance proceeds and be applied to restoration or repair of the Property damaged, if the restoration or repair is conomically feasible and i.end. (A security is not lessened. If the restoration or repair is not economically feasible or Lender's security abould 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 in Property, or does not answer within 30 days a notice from Lender the insurance carrier has offered to settle a chim, then Lender may collect the insurance proceeds. Lender may use the proceeds are the proceed or repair or restore the Property or to pay sums secured by this Security Instrument, whether or not them due. The 30 day period will begin when the notice is given.

carrier and Lender. Lender may make proof of loss if not made premptly by Botton et shall prompt notice to the insurance carrier and Lender. Lender the prompt notice to the insurance carrier and Lender. Lender have been promptly give to the insurance of part and Lender.

ocusions and remember a short of a secreptable to Lend's and short of the annual and mortgage clause. The result is short of the state of the state

5. Hazard Insurance. Borrower shall keep the ir spro-tements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term exter ded coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the arrowing the periods that Lender requires. The insurance shall be maintained in the arrowing the periods that Lender requires. The insurance shall be maintained in the arrowing the insurance shall be chosen by Bestewst subject to Lender's approval which shall not be unreasonably withheld.

agrees in writing to the payment of the obligation secured by the fier in a mainer acceptance to Lenoer; (9) conteats in good faith the lien by, or defends against enforcement of the lien in the Lender's opinion operate to prevent the enforcement of the heart of the Property; or (c) secures from the holder of the lien any part of prevents the salioratory to Lender subordinating the lien, so the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain privity, over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the liet or take one or more of the actions set forth above within 10 days of the gring of notice.

serves in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good receipts evidencing the payments.

Borrower stall promptly discharges are makes these payments directly; fortower stall promptly that the contests in good to be plant that the payments of the payments.

Property which may attain pricity over this Security Instrument, and leasthold payments attributable to the 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 paragraph, it is not paid in that manner. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Dar over makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Dar over makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts.

de Springs I and 2 stall te applied: first, to fate charges due under the Sole; second, to prepayment charges due under the Sole; the principal due.

4. Chargest Liens, Sorrower shall pay all taxes, assessments, charges, time and impositions attributable to the

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 stall be applied; first, to late charges due under the Note: second, to prepayment charges due under the

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, Lender, Lender shall promptly refund to Borrower than immediately prior to the sale of the Property as sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquirition by Lender, Lender, Lender at the time of application as a croan against the sums secured by this Security Instrument.

at Borrower's option, either prompily repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount necessary to make up the deficiency in one or more payments as required by Lender, shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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 beceased the amount required to pay the excrow items when due, the excess shall be. at Borrower or eredited to Borrower or monthly payments of Funds. If the

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal orO state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the extrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the extrow 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 treduter interest to be applicable law. Funds. Unless an agreement is made or applicable law. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and choics to the Funds and the pupps of the Funds showing credits and choics to the Funds and the funds are piedged as additional security for the sums secured by purpose for which each debit to the Funds was made. The Funds are piedged as additional security for the sums secured by this Security Instrument.

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 mortage 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.

In Payment of Principal and Interest; Prepayment and Laic Charges. Borrower shall promptly pay when due Unipopal of and interest on the debt evidenced by the Note and any prepayment and laic charges due under the Note due Unipopal and interest on the debt of the Note.



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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with 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 Lenger and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due da(e of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower 101 Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall her characte to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify and dization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exprise of any right or remedy.

11. Successors and Assigns Boy at; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and a greements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) i, ci-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the fames 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 to pard to the terms of this Security Instrument or the Note without

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

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 his rument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument of millibe 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 period of the security Instrument shall be deemed to have been given to Borrower or Lender when given as provided provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given as provided to have been given to Borrower or Lender when given to Borrower or Lender whe first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice in this paragraph.

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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

ADDENDUM TO THE CALL RAIGHT PAYMENT RIDER

(Fixed Rate Conversion Option)

623 Central Avenue, Wilmette, Illinois 60091

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

A. FIXED INTERFST RATE OPTION

The Note provides (o) the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1. Option to Comert to fi ed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section AI or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed gate.

The conversion can only take place on the third, fourth or fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." I can comert my interest rate only on one of these three Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date, I am not in default under the Note with Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (20%) of the unpaid principal I am expected to one on that Conversion Date plus U.S. \$ 150.00 ((i) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Nove Wilder any documents the Note Holder requires to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Notingage Association's required net yield for 30-year, fixed rate mortgages covered by 30-day mandatory delivery commitments in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%). If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure

3. Reduction of Principal Balance Before Comersion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to one on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Court sion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the stated value of the property.

4. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

B. 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.

FIXED RATE OPTION ADDENOUM (SECURITY INSTRUMENT) —1 Year Treasury Index—Snope Family,—Fannie Mae Uniform Instrument Form 3109 11:84

UNOFFICIAL COPY

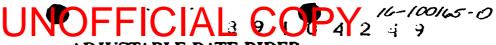
(JE25) 8) Sig/1/G Below, Borrower accepts and agrees to the terms and covenants contained in this Addendum To

Adjustable Rate/Graduated Payment Rider.

any remedies permitted by this Security Instrument without further notice or demand on Borrower.

by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

Property of Cook County Clerk's Office



ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE	RIDER is made this 25th day of April	19 .88 and i
incorporated into and shall be dec	emed to amend and supplement the Mortgage, Deed of	Trust or Security Deed (th
"Security Instrument") of the san	ne date given by the undersigned (the "Borrower") to linois Mortgage Associates, Ltd., its s	secure Borrower's Adjustable uccessors and or
assigns	(the "Lender") of the same date and cover	
the Security Instrument and locat	edat htral Avenue, Wilmette, Illinois 60091 <i>bhlithir Rhid, Chihlidd, Illinhidid / 60005</i> /	
765 1165/CA	bhliaid Rhan, Clahlaald, 1111161a (60005)	
	[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 furture covenant and agree as follows:

A. INTEREST KATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of $\frac{7.50}{9}$. The Note provides for changes in the interest rate and the monthly payments, $\frac{1}{2}$ $\frac{1$

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May 1, 19.89, and on that day every 12th month thereafter. Exci date on which my interest rate could change is called a "Change Date."

(B) Toe Index

16836115

Beginning with the first Change Drite, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury so unities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent lidex 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

The Note Holder will then determine the amount of the mostly 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 give ter than 9.50 % or less than 1.50 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.5 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of ray vew monthly payment beginning on the first monthly payment date after the Change Date until the amount of my room ily 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 sold 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 transferce as if a new loan were being made to the transferce; and (h) 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.

MILITISTATE ADJUSTABLE RATE RIDER—ARM 5-2-Single Family—Fennie Man/Freddie Mec Uniform Instrument

Property of Cook County Clerk's Office onna J. Stockton

Stockton

Rider.

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

UNOFFICIAL COPY

or demand on Borrower.

which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these guns prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice 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

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