

UNOFFICIAL COPY

RECORD AND RETURN TO: KAREN STOLTMAN  
INDEPENDENCE ONE COURAGE CORPORATION  
600 HOLIDAY PLAZA DRIVE  
SUITE 250, WILMINGTON, ILLINOIS 60441

*Karen M. Stoltman*

Notary Public

My Commission expires:

23rd day of February 1989

set forth.

signed and delivered the said instrument as WITNESSES free and voluntary act, for the uses and purposes therein

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

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

AND do hereby certify that ROBERT J. DEBOES CAROLYN J. DEBOES

1. THE UNDERSIGNED, a Notary Public in and for said county and state,

STATE OF ILLINOIS, COOK County ss:

[Space Below This Line for Acknowledgment]

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

*Robert J. Deboes*  
ROBERT J. DEBOES  
*Carolyn J. Deboes*  
CAROLYN J. DEBOES

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

[ ] (Others) [Specify]

[ ] (Planned Unit Development Rider

[X] (Adjustable Rate Rider

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable boxes)

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of the evidence.

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach 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 non-existence 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 the evidence.

63116939

66288867

# UNOFFICIAL COPY

83110939

89083790

[Space Above This Line For Recording Date]

## MORTGAGE

I.O.M.C.# 163155-1

THIS MORTGAGE ("Security Instrument") is given on February 23 1989 The mortgagor is ROBERT J. DEBOES and CAROLYN J. DEBOES, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to INDEPENDENCE ONE MORTGAGE CORPORATION which is organized and existing under the laws of THE STATE OF MICHIGAN and whose address is 300 GALLERIA OFFICENTRE SOUTHFIELD, MI 48034 ("Lender")

Borrower owes Lender the principal sum of Sixty-two thousand and NO/100-----

Dollars (U.S. \$ 62,000.00

). 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 1, 2013

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 15 IN THE PATIO HOMES OF LINCOLN CROSSING, UNIT NUMBER 1, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX # 31-14-102-055

DEPT-01

15.25

43333 TRAN 5350 03/14/89 10:27:00

836770 8-89-110939

COOK COUNTY RECORDER

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE ADDRESS OF THE PROPERTY

which has the address of 607

JEFFERSON STREET (Street)

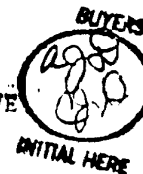
DRIVE

HIGHWAY PARK

Illinois

60471

("Property Address")



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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

83110939

89083790

83110939

89110939

471453 CSMLH

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

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

**11. Successors and Assigns; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only 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 or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced 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.

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

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

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

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

**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 attorney's 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.

63110933

63110933

63110933

# UNOFFICIAL COPY

UNIFORM COVENANTS, Conditions, Borrower and Lender Covenant and Agreement

83110939  
59083790

**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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 improvement, 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 amount 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.



# UNOFFICIAL COPY

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.

BUYERS  
63083790  
INITIAL HERE

THIS ADJUSTABLE RATE RIDER INCLUDES AND ADDENDUM, THE TERMS OF WHICH ARE INCORPORATED INTO THIS ADJUSTABLE RATE RIDER AS IF FULLY SET FORTH HEREIN. IN THE EVENT OF CONFLICT BETWEEN THE TERMS OF THIS ADJUSTABLE RATE RIDER AND THE ADDENDUM, THE ADDENDUM WILL CONTROL AS TO MATTERS AFFECTED BY THE CONFLICT.

Property of Cook County Clerk's Office

63110939

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

Robert J. Didoes (Seal)  
ROBERT J. DIDOES -Borrower  
Carolyn J. Didoes (Seal)  
CAROLYN J. DIDOES -Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower  
\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower



**ADJUSTABLE RATE RIDER**

(1 Year Treasury Index—Rate Caps)

I.O.:C.# 163155-1

THIS ADJUSTABLE RATE RIDER is made this 23rd day of February, 1989, 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 INDEPENDENCE ONE MORTGAGE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4607 TRENTON EXPRESS, RIGTON PARK, IL, 60471

DRIVE (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 enter into the following:

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

The Note provides for an initial interest rate of 8.000%. 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 1980, 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."

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding  $\frac{3}{100}$  percentage points (3%) 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 10.000% or less than 6.000%. 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 14.000%.

**(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.

**UNOFFICIAL COPY**

6660153 0643987

property which is the security for the Note. The New LTV is the percentage calculated by dividing the unpaid principal balance of the Note on the Notice Date by the new appraised value of the property which will be determined as of a date between the Notice Date and the Conversion Date selected by the Note Holder. I agree that the Note Holder may rely on the new appraisal in computing the New LTV.

4. New Borrower Conversion Requirements  
If the Note has been assumed pursuant to the section of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in the Borrower", the New Borrower may be allowed to convert the Note to a fixed interest rate only when the New Borrower satisfies the conditions of (a) and (c)-(g) and the following conditions: (i) on the Notice Date and on the Conversion Date, the New Borrower must intend to occupy the mortgaged property as his primary residence; (ii) on the Notice Date the New Borrower is not in default under the terms of the Note or Security Instrument; (iii) the New Borrower has been obligated to make monthly payments under the terms of the Note for the twelve months preceding the Notice Date and there have not been any 30-day delinquencies nor more than one 15-day delinquency in any monthly payments required during that period; and (iv) all other conditions required by this Addendum for the exercise of the Conversion Option must have been met.

5. Calculation of Fixed Rate  
My new fixed interest rate will be equal to Bear Stearns Mortgage Capital Corporation's ("Bear Stearns") required net yield as of the date and time of day specified by the Note Holder for 30-year, fixed interest rate mortgages covered by 60-day mandatory delivery commitments rounded up to the nearest one-eighth of one percent (0.125%), plus three-eighths of one percent (0.375%). If Bear Stearns no longer makes this net yield available, the Note Holder will determine my interest rate by using a comparable net yield. I understand that my interest rate upon conversion may exceed my current interest rate by more than 2.00%, and I agree to make interest payments at the new fixed interest rate. My new interest rate calculated under this section can never exceed the maximum interest rate stated in Section 4D of the Note plus 2.00%.

6. 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 will be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of the Note 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 unless I pay my Note in full prior to the maturity date.

B. Transfer of the Property or a Beneficial Interest in Borrower  
If my interest rate is converted to a fixed rate, the conditions under which I may be required to make immediate payment in full of all amounts I owe under the Note, which are described in the section of the Note captioned "Uniform Secured Note," shall cease to be in effect. Instead, such conditions will be as follows:  
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the provisions given to the Note Holder under this Note, a Mortgage Lender or Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described 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 the period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.  
By Signing Below, I accept and agree to the form and covenants contained in this Addendum to Adjustable Rate Rider.

By Signing Below, I accept and agree to the form and covenants contained in this Addendum to Adjustable Rate Rider.

Borrower (Seal) Robert J. Dedores

(Type name of Borrower) ROBERT J. DEDORES

Borrower (Seal) Carolyn J. Dedores

Borrower Carolyn J. Dedores

COOK COUNTY RECORDERS  
111 N. WASHINGTON ST. CHICAGO, ILL. 60602  
TELEPHONE 312-742-2900

89-083790

89083790

89110939

# Addendum to Adjustable Rate Rider (Fixed Rate Conversion Option)

IONC #163155-1

This Addendum to Adjustable Rate Rider is made this 23RD day of FEBRUARY 19 89, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Instrument, each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note"), with Addendum to Adjustable Rate Note to INDEPENDENCE ONE MORTGAGE CORPORATION (the "Lender") and dated the same date as this Addendum, covering the property described in the Security Instrument and located at:

4607 JEFFERSON STREET, RICHTON PARK, ILLINOIS 60471

[property address]

I understand that the Lender may transfer the Note, Security Instrument, and this Addendum. The Lender or anyone who takes the Note, Security Instrument, and this Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

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:

## A. Fixed Interest Rate Option

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

### 1. Option to Convert to Fixed Rate

I have a "Conversion Option" which I can exercise if I meet all the conditions explained in Sections A1 through A4 below. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable interest rate to a fixed interest rate.

I may only request to convert my interest rate from an adjustable interest rate to a fixed interest rate during the period beginning on the day the thirtieth monthly payment is due under the terms of the Note and ending on the day the sixteenth monthly payment is due under the terms of the Note. This period is called the "Conversion Period". The conversion will be effective beginning on the first day of the second month following the month in which the Note Holder approves my request to convert the Note to a fixed interest rate (the "Conversion Date").

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must send written notice to the Note Holder requesting to convert my interest rate, the date the Note Holder receives my request being the "Notice Date"; (b) on the "Notice Date", I must not be in default under the terms of the Note or the Security Instrument; and there must not have been any 30-day delinquencies nor more than one 15-day delinquency in any monthly payment I am required to make under the Note during the 12 months immediately preceding the Notice Date; (c) on the Notice Date and on the Conversion Date, I must intend to occupy the mortgaged property as my primary residence; (d) by the Conversion Date, if an updated credit review is required by Section A2 below, I must have paid any credit review fees and the updated credit review must meet the Note Holder's credit standards; (e) I must cooperate with the Note Holder to allow an appraiser access to the property to verify that the loan to value ratio ("LTV") meets the requirements of Section A3 below; (f) by the Conversion Date, I must pay the Note Holder a conversion fee equal to ONE percent (1.00%) of the unpaid principal I am expected to owe on the Conversion Date plus U.S.\$ 250.00; (g) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion within the time frame it specifies; and (h) if all or any part of the property or any interest therein has been assumed with the Note Holder's written consent pursuant to the action of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in the Borrower", the transferee (hereinafter the "New Borrower") may be allowed to convert the Note to a fixed interest rate only if all the conditions in this Addendum including those in Section A4 are met.

## 2. Conditions Requiring New Credit Review

If the interest rate on the Note after the Conversion Date will be more than two percentage points (2.00%) higher than the interest rate on the Note immediately prior to the Conversion Date, then I must supply to the Note Holder information necessary to complete an updated credit review. I will be responsible for the payment of all customary expenses incurred by the Note Holder in the preparation of the updated credit review. I understand that I may not be allowed to convert my Note to a fixed interest rate if I do not meet the Note Holder's credit standards.

## 3. Appraisal

The Note Holder may, at its own option and expense and prior to approval of the conversion, require a new appraisal to verify that the property value has not declined and that the new LTV (hereinafter the "New LTV") does not exceed the LTV which was calculated when the Note was originated. The LTV at origination was determined by dividing the original loan amount by the lesser of the appraised value or the sales price of the

UNOFFICIAL COPY

06239967

63691169