

UNOFFICIAL COPY

89138083

1000 FORM 100-100-100

4-9-139083

190

(Space Above This Line For Recording Data)

LOAN NO 011832961

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 22, 1989**. The mortgagor is **CAROLYN M. BACH, DIVORCED AND MO SINCE REMARRIED** ("Borrower"). This Security instrument is given to **ST. PAUL FEDERAL BANK FOR SAVINGS**, which is organized and existing under the laws of the United States of America, and whose address is **6700 W. North Avenue, Chicago, Illinois 60635** ("Lender"). Borrower owes Lender the principal sum of **TWO HUNDRED SEVENTEEN THOUSAND, SEVEN HUNDRED AND NO /100 DOLLARS (U.S. 217,700.00)**. 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 **APRIL 1, 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**:

PARCEL 1: LOT 6 IN BLOCK 3 IN SAUGANASH VILLAGE, BEING A RE-SUBDIVISION OF PART OF LOT 3 IN COOEN AND JONES SUBDIVISION OF BRONSON'S PART OF CALIWELL'S RESERVE IN SOUTH EAST 1/4 OF SECTION 3, TOWNSHIP 46 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 OVER CULLOT "A" IN AFORESAID SAUGANASH VILLAGE AS STATED ON PLAT OF RE-SUBDIVISION RECORDED JANUARY 12, 1989 AS DOCUMENT 89017108 AND CREATED BY DEED RECORDED AS DOCUMENT 89138082 PIN #13-03-403-005-0000

which has the address of
("Property Address");

4221 HARRINGTON LN CHICAGO IL 60646

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 seised 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.

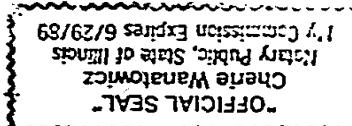
UNOFFICIAL COPY

011832941

to 204

MICHAEL J. O'CONNOR
ST PAUL FEDERAL BR
6700 W NORTH AV
CHICAGO, IL 60635

This instrument prepared by



Willy commission expires:

Given under my hand and official seal, this 23 day of April, 1984
Signed and delivered the said instrument as his 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) is
set forth.

DOUGLAS COUNTY, ILLINOIS

State of Illinois, County of Douglas, State of Illinois, County of Douglas,
Borrower(s), (Seal) _____, Notary Public in and for said county and state,
do hereby certify that DANIEL N LYNCH

Instrument and in any trial(s) excused by Borrower and recorded with it
BARTLE M LUNCH - Borrower
(Seal)

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 judgment against Lender, by action or by judgment apportioned to the beneficiary shall be entitled to enter upon, take possession of all realty held by Lender or the beneficiary and to collect the rents or profits of the property including those past due. Any rents collected by Lender or the beneficiary shall be applied first to payment of costs of maintenance and reasonable attorney's fees, and then to the sums secured by this Security instrument.	
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 recodatation costs.	
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.	
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.	
24. Instruments without charge to Borrower. Borrower shall pay any recording costs.	
25. Rider(s). [Specify any applicable box(es)]	
<input checked="" type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Grandfathered Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> ADDENDUM <input type="checkbox"/> Graduated Payment Rider <input type="checkbox"/> Professional Rider <input type="checkbox"/> BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security instrument and in any rider(s) executed by Borrower and recorded with this Security instrument and agrees to pay all taxes, assessments, insurance premiums, and other charges which may be levied or imposed on the property described in the instrument and to defend the title to the property against all persons.	

19. **NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

(a) Any covenant to pay premiums to other trustee(s) under prior to acceleration paragraphs 13 and 17 unless applicable law provides otherwise; (b) the notice shall specify: (i) the date the default must be cured; and (ii) the date 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 interest.

Borrower of the right to receive information and disclosure after default to assess in the foregoing the non-existence or any other defense of Borrower to pursue legal remedies in this Securitry instrument by its judicial proceeding, but not limited to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to collect all expenses incurred in pursuing the remedies provided in this Securitry instrument by its judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Securitry instrument without demand and may recover those expenses from Borrower to the extent of all sums received by this Securitry instrument by its judicial proceeding.

UNOFFICIAL COPY

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 condemner 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 Bound; 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 and 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.

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.

89138083

UNOFFICIAL COPY

OFFICE OF INSURANCE **TERMINATES IN ACCORDANCE WITH BORROWER'S AGREEMENT TO COMPLY WITH THE INSURANCE REQUIREMENTS OF APPLICABLE LAW.**

If Leander received money from his insurance as a condition of making the loan secured by this Security Instrument, for the Borrower shall pay the premiums required to maintain the insurance in effect until such time as the instrument for the

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.

6. **TERMINATION AND TRANSFER OF PROPERTY.** Termination or transfer of property, documents, funds, securities, instruments, change the Property, allows the Proprietor to dispose of common waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the lessee holds and lease title shall not merge unless Lender agrees to the merger in writing.

posting of the date of the monthly pay packages received in the same period.

When the notice is given, unless otherwise agreed in writing, any application of proceeds to principal shall not extend or

carrier and Lender may make proof of loss if not made promptly to Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

3. Shared insurance. Borrower shall keep the insurance 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 insured agrees to pay premium. This insurance shall be maintained in the amounts and for the periods indicated above.

Borrower shall promptly disclose to the Lien which has priority over this Security interest in instruments held by the Lender in a manner acceptable to the Lender (a) contents in agreements in writing to the payee of the instrument or to the holder of the instrument scattered by the Lien in a manner acceptable to the Lender (b) contents in good faith in writing to the Lien by, or demands against it or payment of the Lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of any part of the Lien in, if the Lender's right to sue on the Lien is subject to a lien which may arise prior to this Security interest in instruments held by the Lien or take one or more actions set forth above within 10 days of the giving of notice.

3. Charges: Lien, Potower shall pay all taxes, assessments, charges, lines and impositions attributable to the property which may attach over this security instrument, and leasehold payments of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Paragraphs 1 and 2 shall be applied; first, to amounts payable under paragraph 2; second, to interests due under payments. Unless applicable law provides otherwise, all payments received by Lender under

Upon payment in full of all sums secured by this Security Lien or in one of the ways specified in Section 19, the Lender shall promptly refund to Borrower any amount necessary to make up the deficiency in the value of the property received by Lender.

If the amount of the Funds held by Lennder, together with future monthly payments of Funds payable prior to the securities for which each debt is made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Leader pays borrower interest on the funds and appends it to the bills such as charge, borrower and recipient may agree in writing that interest shall be paid on the funds. Unless it is made of applicable law, however, the lender shall not be required to pay interest on the funds if the funds are held by the lender for more than one year.

The Funds shall be held in an institution the deposits or accounts of which are insured 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

payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage payments on (a) yearly payments due on the basis of future scrap metal items.

1. Payment of Principal and Interest; Preparation and Late Charge. 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-half of (a) yearly taxes and assessments which may then accrue on the property described in the Note, and (b) yearly leasehold rents.

UNOFFICIAL COPY

ADDENDUM TO ADJUSTABLE RATE LOAN RIDER
(Fixed Rate Conversion and Assumption Options)

LOAN NO. 011832941
DATE MARCH 22, 1989

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan 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 with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS,(the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

4221 HARRINGTON LN, CHICAGO IL 60646
(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:

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 at any time unless I am in default or this Section A1 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 rate.

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".

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 Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to ~~two percent (2.00%)~~ of the unpaid principal I am expected to owe on that Conversion Date plus ~~U.S. two-hundred and fifty dollars~~; (d) 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 Note Holder any documents the Note Holder may require to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus ~~(SEE BELOW *)~~. At no time shall the interest rate at conversion be above ~~--13.500 %-- per annum~~. 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 Conversion; 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.

If the unpaid principal I am expected to owe on the Conversion Date is an amount greater than 80% of the appraisal report's stated value of the property securing my loan, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 80% 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 by the final payment 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 final payment date.

* ADD APPROPRIATE PERCENTAGE BASED ON LOAN BALANCE AT TIME OF CONVERSION:

2427 NOV 88

ADD 0.375 % for loan balances to \$ 187600.00
0.625 % from \$ 187600.01 to \$ 250000.00
0.875 % from \$ 250000.01 and above.

UNOFFICIAL COPY

B. ASSUMPTION OPTION

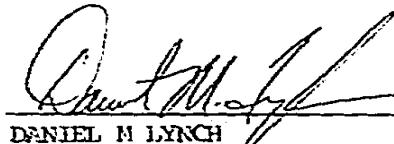
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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.

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.

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



DANIEL M. LYNCH

(Seal)
-Borrower

(Seal)
-Borrower

89138083

UNOFFICIAL COPY

ADJUSTABLE RATE LOAN RIDER
(11th District Cost of Funds Index-Rate Caps)

LOAN NO. 011832941
DATE MARCH 22, 1989

THIS ADJUSTABLE RATE RIDER is made 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 ST. PAUL FEDERAL BANK FOR SAVINGS 6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4221 HARRINGTON LN., CHICAGO IL 60646

(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 -----10.125 %. 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 -----APRIL, 1990----- and on that day every twelfth 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 monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. 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 that 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 -----THREE AND ONE QUARTER----- percentage point(s) (----3.25 %) 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 ----12.125 % or less than -----8.125%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than -----TWO----- percentage point(s) (-----2.000 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than -----13.500 %.

(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 questions I may have regarding the notice.

UNOFFICIAL COPY

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.

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.

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

DANIEL M. LYNCH

(Seal)

-Borrower

(Seal)

-Borrower

UNOFFICIAL COPY

LOAN RIDER

LOAN NO. 011832941
DATE MARCH 22, 1989

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

4221 HARRINGTON LN, CHICAGO IL 60646

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.



DANIEL A. LYNCH Borrower

Borrower

UNOFFICIAL COPY

Property of Cook County Clerk's Office