89194352

(Space Above This Line For Recording Data)

Loan #0884387

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28 STEVEN M. KRIEGER, Divorced not remarried 19 89 The mort gu gor is

HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK ("Borrower"). This Security Instrument is given to which is organized and existing under the laws of the United States of America , and whose address is 255 East Lake Street: B'oomingdale, Illinois 60108 ("Lender"). Borrower owes Lender the princips cam of EIGHTY EIGHT THOUSAND AND NO/100

- Dollars (U.S \$ 88,000.00). 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 This Security Instrument paid earlier, due and payable on May 1, 2019

This Security Instrument secures to Lender: (a) the repayment of the debt exidenced 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 Borrov or'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 County, Illinois:

Lot 19 in Block 13 in Randview Highlands being a Subdivision of the Northwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of che Northwest 1/4 of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook 89194353 County, Illinois.

Permanent Index Number: 03-34-112-004

COOK COUNTY RECORDER

which has the address of 615 North Elmhurst Avenue Mt. Prospect

Illinois 60056

located in

(Zip Code)

("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 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.

255 East Lake Street HOUSEHOLD BANK feb, A PEDERACTINGS BANK MA COMMISSION EXLIBES ALSOLOS NOTARY PUBLIC, STATE OF ILLINOIS Record and mail to: OFFICIAL SEAL Alberta O. Dahlgren This Document Prepared by: My Commission expires: 9/28/92 Given under my hand and official seal, this 6861 April day of **78**5 set forth. signed and delivered the said instrument as his 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 , personally known to me to be the same person(s) whose narie(s) STEVEN M. KRIEGER, Divorced not remarried do hereby certify that the undersigned , a Motary Public in and in 18 did county and state, ٠, DuPage County ss: STATE OF ILLINOIS, (Seal) newonoa. (Scal). (Seal) remarried (Seal) BY SIGNING BELOW, Borrower and nagrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Sorrower and recorded with it. Other(s) [specify] Graduated Paymant Rider Planned Unit Development Rider Adjustable Rate Rider 🔲 2-4 Family Rider Condominium Rider Instrument. [Check applicable box(es)] supplement the corenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Learnment, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with 22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs. 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially but not limited to, reasonable attorneys' tees and costs of title evidence.

20, Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 by judicial proceeding. I, ender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on or monon and spice action of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonsecured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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

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

NOW UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

UNOFFICIAL COPY,

Bloomingdale, Illinois

requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

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'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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

ice title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

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

Instrument immediately prior to the acquisition. 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

posipone the date of the monthly payments referred to in paragraphs. I and 2 or change the amount of the payments. If Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given. 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 Borrower abandons the Property, or does not answer within 30 days a notice from Lender itst the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If 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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender 1 or ites, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower, chall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrowe, ubject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the embuts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "externed coverage" and any other hazards for which Lender

Hazard Insurance. Borrower shall keep the in provements now existing or hereafter erected on the Property

of the giving of notice.

the Property is subject to a fien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligatior accured 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 part of agreement satisfactory to Lender subordinating the it. It is not next ment afficiently agreement satisfactory to Lender subordinating the it. It is a lien and next ment afficiently agreement satisfactory to Lender subordinating the it.

receipts evidencing the payments.

Froperty which may are no ployity over this security mentily, and reached payments or ground relationship by these obligations in the manner provided in paragraph 2, or if not payment, and mentile provides all notices of amounts a past them on time directly to the period owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bor, ower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. If Bor, ower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this paragraph. 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.

paragraphs I and 2 shall be applied: first, to late charges due under the Mote; second, to prepayment charges due under the Mote; third, to amounts payeble under paragraph 2; fourth, to interest due; and last, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a creat against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall apply, no later than immediately prior to the sale of the Property is sold on 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 applications are the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applications are the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applications are the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applications are the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of applications are the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of a contract the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of a contract the sale of the sale of the sale of the property or its acquisition by Lender, any Funds held by Lender at the sale of the sale

amount necessary to make up the deficiency in one or more payments as required by Lender.

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

Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax 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

or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal basis of current data and reasonable estimates of future escrow items.

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 "eserow items." Lender may estimate the Funds due on the one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 ruthorized 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 Lend r 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 prerate 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 an or ization 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 Bond, 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 treethents shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is consigning 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

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 interpret 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 surns 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 reacces 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 of 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 scept pecified 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 Porrower. 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 that ument 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.

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

is incorporated into and shall be deemed to amend	28th day of April , 19 89 , s and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instru	ument
	orrower*) to secure Borrower's Adjustable Rate Note (the "Note") to	
HOUSEHOLD BANK, f.s.b. 255 E. LAKE STREET	BLOOMINGDALE, IL 60108	
	property described in the Security instrument and located at:	
615 N. ELMHURST AVENUE		
MT. PROSPECT. IL 60056		
	[Property Address]	
MONTHLY PAYMENT. THE NOTE L RATE CAN CHANGE AT ANY ONE T	ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE IMITS THE AMOUNT THE BORROWER'S INTEREST TIME AND THE MAXIMUM RATE THE BORROWER MUST THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED	RAT
ADDITIONAL COVENANTS. In addition the further covenant and fare as follows:	to the covenants and agreements made in the Security Instrument, Borrower and Ler	nder
A. ADJUSTABLE RATE AND MONTHLY I		
The Note provides for an initial interest rate of $\underline{\mathbf{g}}$ rate and the monthly payments, as follows:	1.500 %. The Note provides for changes in the adjustable interes	st
4. ADJUSTABLE INTERES & RATE AND	MONTHLY PAYMENT CHANGES	
(A) Change Dates	ge on the first day of <u>May</u> , 19 <u>90</u> , an	- d
on that day every 12th month thereafter. Each date	on which my adjustable interest rate could change is called a "Change Date".	iu
on United States Treasury securities adjusted to a	which interest rate will be based on an Index. The "Index" is the weekly average yield constant maturity of 1 year, as made available by the Federal Reserve Board.	đ
	ger will choose a new index which is based upon comparable information. The Note	,
points (<u>2.750</u> %) to the Current eighth of one percentage point (0.125%). Subject to until the next Change Date.	calculate my n.w Interest rate by adding Two and Three quarters percent index. The Note Ao der will then round the result of this addition to the nearest or the ilmits stated in Schon 4(D) below, this rounded amount will be my new interest of the monthly payment that would be sufficient to repay the unpaid principal that I	ne- it rate
expected to owe at the Change Date in full on the m calculation will be the new amount of my monthly page.	naturity date at my new interestrate in substantially equal payments. The result of t	his
6.500 %. Thereafter, my interest two percentage points (2.0%) from the rate of interest	t Change Date will not be greater than 11,500 % or less that set rate will never be increased or decreased on any single Change Date by more that I have been paying for the preceding 12 months. My interest rate will never high is called the "Maximum Rate".	
(E) Effective Date of Changes My new interest rate will become effective on each first monthly payment date after the Change Date until	th Change Date. I will pay the amount of my new month) resyment beginning on the interest of my monthly payment changes again.	18
(F) Notice of Changes The Note Holder will deliver or mail to me a notice of the effective date of any change. The notice of number of a person who will answer any question in	e of any changes in my adjustable interest rate and the amount of my monthly paym will include information required by law to be given me and also the title and telepho- may have regarding the notice.	nent >ne
B. FIXED INTEREST RATE OPTION The notice provides for the Borrower's option to a fixed interest rate, as follows:	convert from an adjustable interest rate with interest rate limits	180
do so. The "Conversion Option" is my option to converate with interest rate limits to the fixed rate calculated. The conversion can only take place on a date specthange Date and ending on the fifth Change Date the new fixed rate is called the "Conversion Date." If I want to exercise the Conversion Option, I must	ess I am in default or this Section 5(A) will not permit me to vert the interest rate I am required to pay by this note from an adjustable	194352
If I want to exercise the Conversion Option, I mus give the Note Holder notice that I want to do so; (ii) of	of first meet certain conditions. Those conditions are that: (i) I must on the Conversion Date, I must not be in default under the Note we the Note Holder any documents the Note Holder requires to	

Property of Cook County Clerk's Office

My new, fixed interest rate will be equal to the Federal National Mortgage Association required net yield as of a date and time of day specified by the note holder for (i) if the original term of this note is greater than 15 years, 30-year fixed rate mortgages covered by the applicable 80-day mandatory delivery commitments, plus 5/8 of one percentage point (0.825 %), rounded to the nearest one-eighth of one percentage point(0.125%), or (ii) if the original term of this note is 15 years or less, 15-year fixed rate mortgages covered by applicable 80-day mandatory delivery commitments, plus 5/8 of one percentage point(0.625 %), rounded to the nearest one-eighth of one percentage point(0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effective Date

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

1. Until Borrower Acroises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, 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 it 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 conder 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 transferse as if a new loan were being make to the transferse; 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 lar, tiender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transference of 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 to the date the notice is delivered or malled within which Borrower must pay all sums secured by this Security Institute. 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument could be in Section C1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security instrument shall instead be in effect, as follows:

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

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

STEVEN M. KHIEGER	(Seal)
STEVEN M. KHIEGER / V	-Borrower
	(Seal) -Borrowar
	(Seal)

Office

Property of Cook County Clark's Office

から ないない