9045001.1

90150014

PERFORMANCE \$ 10.00 (000 /00ml records 4 54.59:00

...... (Space Above This Line For Recording Data)

LOAN NO. 011871571

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGIIST 28, 1990 ELLSWORTH H MILLS AND MARIE E MILLS, HIS WIFE, FRANCES M COSCROVE, A WIDOW The mortgagor is ("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"). For ower owes Lender the pricipal sum of ONE HUNDRED AT FTY THOUSAND AND NO /100-(U.S. 150,000.00)). 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 SEPTEMBER 1, 2020 . 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 Legicer the following described property located in County, Illinois:

SEE AT ACTED!

THAT PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED BOUNDED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE NORTH EAST QUARTER OF SAID SECTION 33; THENCE NORTH 59 DEGREES 59 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH EAST QUARTER OF SECTION 33, A DISTANCE OF 2020.44 FEET TO A POINT; THENCE SOUTH

O DEGREES O MINUTES EAST, PARALLEL TO THE EAST LINE OF SAID NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 33, A DISTANCE OF 125.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 692.0 FEET TO A POINT THENCE NORTH 65 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 363.0 FEET TO A POINT; THENCE NORTH 42 DEGREES 16 MINUTES 46 SECONDS WEST A DISTANCE OF 299.0 FEET TO A POINT THENCE NORTH 10 DEGREES 45 MINUTES 49 SECONDS WEST, A DISTANCE OF 306.47 FEET TO A POINT; THENCE NORTH 88 DEGREES 04 MINUTES 23 SECONDS EAST, A DISTANCE OF 594.90 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN # 28-33-200-004-0000



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

5303 W 175TH ST TINLEY PARK IL 60477

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 20 00° limited variations by jurisdiction to constitute a uniform security instrument covering real property.

3014 12/83

W SECNIVEL EARLIES OFFICIAL COPY

MICHAEL J. O'COMNUR ST PAUL PEDERAL BANK FOR SAVINGS 6700 W NORTH AV CHICAGO, IL 60635

This instrument prepared by:

Notary Public	OFFICIAL SEAL " CLAUDE N. BURNS NOTARY PUBLIC STATE OF ILLINO'S MY COMMISSION ENTIRE? 2/3/34
	My commission expires:
91	Given under my hand and official seal,
25	set forth.
tree and voluntary act, for the uses and purposes therein	signed and delivered the said instrument s
peared before me this day in the son, and acknowledged that	subscribed to the foregoing instrument, app
tonsily known to me to be the same person(s) whose name(s) are	nad
DESCROVE and ELL JORTH H MILLS	do hereby certify that
ones on Motery Public in and for said county and state,	Eropus oft "
County ss:	State of Illinois,
MIN H HIPOMETER ELEMONTH H MILLS -BOTTOWET	Constant from 13-10 MA COM
TACALCAS M COSCHOVE -BOITOWET	SLITH R RIBAN
ecepts and agrees to the terms and covenants contained in this Security porrower and recorded with it.	BY SIGNING BELOW, Borrower as Instrument and in any rider(s): x2cuted by
Condominium Rider	Adjustable 1. 242. Rider Bider Riner Rider MACA (Lineals (2) Poly RINER
lemption following judicial sale, Lender (in person, by agent or by judicially upon, take possession of and manage the Property and to collect the rents of rents of sents collected by Lender or the receiver shall be applied first to payment of the collection of rents, including, but not limited to, receiver's fees, premiums on a fees, and then to the sums secured by this Security Instrument. In secured by this Security Instrument, Lender shall release this Security instrument, Lender shall release this Security instrument, Lender shall release this Security waives all right of homestead exemption in the Property. If one or more riders are executed by Borrower and recorded together with agreements of each such rider shall be incorporated into and shall amend and agreements of each such rider shall be incorporated into and shall amend and agreements of each such rider shall be incorporated and shall amend and soft this Security.	appointed receiver) shall be entitled to enter the Property including those past due. Any is costs of management of the Property and receiver's bonds and reasonable attorneys? 23. Release. Upon payment of all sulfustument without charge to Borrower. B 23. Walver of Homestead. Borrower. B 23. Ridges to this Security Instrument this Security Instrument.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covernent or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless date, not less than 30 days from ribe date the notice shall specify; (s) the default; (b) the action under paragraphs 13 and 17 unless date, not less than 30 days from ribe date specified in the notice may result in acceleration of the curred and electric on an explore the date specified in the notice may result in acceleration of the aums secured by this Security Instrument, foreclosure by judicial proceeding and sole of the Property. The notice shall further inform Security Instrument, foreclosure by judicial proceeding and 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 Instrument without further defense of Borrower to acceleration and foreclosure by judicial 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 Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be instrument of the Property and stale shall be to collect all expenses incurred in pursuing the remedies provided in the proceeding. Lender shall be to collect all expenses incurred in pursuing the remedies provided in Proceeding but not limited with the proceeding to a sample afformery. These and costs of title evidence.

29. Lender in Posession. Upon acceleration under paragraph 19 or abandon of the Property or purple purples of the property of purples of the property of purples of the proceeding to the property of purples.

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 horrower, or if, after notice by Lender to Borrower that the condemnor offers to make an awar 10 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 No. Aslessed: Forbearance By Lender Not a Walver. 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 perate 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 Forrower'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; June 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) 1,000-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the erms 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 suins 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 perified 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 Funder when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay 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 1°

insurance terminates in accordance with Borrower and Lende 's witten (greenien r applicable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, requesting payment. from 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 Any amounts disbursed by Lender 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. Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repairs. Although Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations).

and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and fee 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 change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

6. Preservation and Maintenance of Property; Lenscholds. Borrower shall not destroy, damage or substantially this Security Instrument immediately prior to the acquisition.

resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance posicies and proceeds 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 amounthly payments

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin applied to the sums secured by this Security Instrument, whether or not then due, I the any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender, has the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

of the Property damaged, if the restoration or repair is economically seasible and Lengtr's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proced a shall be applied to restoration or repair

all receipts of paid premiums and renewal notices. In the event of loss, Lower shall give prompt notice to the insurance earrier and Lender. Lender may make proof of loss if not made promptly or Borrower. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

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

unreasonably withheld. insured against loss by fire, hazards included within the cerm "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained. The amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

part of the Property is subject to a lien which may at air priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy to the notice identifying the lien. Borrower shall satisfy to the notice of the actions set forth above within 10 lien an agreement satisfactory to Lender subord or first the lien to this Security Instrument. If Lender determines that any

agrees in writing to the payment of the obligation accured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against on or coment of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien of the lien of the Property; or (c) secures from the holder of the operate to prevent the enforcement of the lien of the lien of the lien of the lien of the property; or (c) secures from the holder of the Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. pay them on time directly to the paragraph. If by mover makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If by mover makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

4. Charges: Liens. Bortower shall pay all taxes, assessments, charges, tines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any,

principal due. paragraphs i and 2 shal be applied: first, to amounts payable under paragraph 2; second, to interest due; and last, to

Funds held Stander. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately being to the grainst the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the Property or its acquisition by Lender, and Ender the condition of a credit against the Property or its acquisition by Lender under a condition of a syments. Unless applicable law provides otherwise, all payments received by Lender under a condition of a condition

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

Upon syment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the eactow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the secured by this Security Instrument. shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums

requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless 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 or

current data and reasonable estimates of future escrow items. insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage 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-tender 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 leasers and assessments which may attain priority over this Security Instrument; (b) yearly leasehold

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



LOAN NO. DATE

011871571 AUGUST 28, 1990

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:

5303 W 175TH ST, TINLEY PARK IL 60477

(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 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.

MARIE E MILLS

VICKE .. ZACHMAN MY COMMISSION EXPIRES

Sato Ch. Zomo

Country of bear

FRANCES M COSGRÓJE

Borrower

Borrower

"OFFICIAL BEAL"
CLAUDE N. BURNS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/6/94

Property of Coot County Clert's Office

(Cost of Funds Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 28TH day of AUGUST 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 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5303 W 175TH ST, TINLEY PARK IL 60477

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

-9.750 %. The Note provides for changes in the adjustable The Note provines for an initial interest rate of " interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST PATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day SEPTEMBER and on that day every 12th month themater. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 The Change Date, the Note HALF percentage points (----2.500 %) 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 not new interest rate until the next Change

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal 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 that I am required to pay at the first Change Date will not be greater than ------10.750 %, or less than -----8.750 %. Thereafter, my adjustable interest rate will never be increased on 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 -----14.125 %, which is called the "Maximum Rate."

(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 adjustable 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. FIXED INTEREST RATE OPTION

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

MULTISTATE CONVEHIBLE ADJUSTABLE PLATE FIDER SINGLE FAMILY COST OF FUNDS FAMILE MAE UNIFORM INSTRUMENT

2364 JUN 90

2YRAHM

ANT & AND

5. FIXED INTEREST RATE CONVERSION OPTION CONVERSION OPTION

(A) Option to Convert to Fixed Rate

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

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on Change Date and ending on the-Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee of U.S. \$250.00-; and (iv) I must sign and give the Note Holder any documents the Note Holder regulres to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of 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 applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nativest one-eighth of one percentage point (0.125%), or (ii) if the original term of the Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.525%), 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 the determined may interest rate by using commandation. My new min coloulated under this Section 5/(8) will not the determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above.

(C) New Payment Amount and Effactive 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 Meturity 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.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

 Until Borrower exercises 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 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 Lander if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option it: (a) Borrower causes to be submitted to Lender information required by the 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 the 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 us a condition to Lender's consent to the loan assumption. Lender also may 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 falls to pay these sums priod to the explication 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 contained 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 malled 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.

nce

MARIE E MILLLS VICKI L. ZACHMAN MY COMMISSION EXPIRES La - 10-40 unago, J3OCK اعدي

FRANCES M COSGROVE lesurate &

(Seal) Borrower

(Seal) Borrower

This Addendum to Adjustable Rate Rider is made this 28TH day of AUGUST and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender"). The Rider amends and supplements the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the Borrower to secure Borrower's Adjustable Rate Note (the "Note") to the Lender.

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 RATE CONVERSION OPTION.

1. Option to Convert to Fixed Rate.

Section 5(A) of my Rider is amended in its entirety to read as follows:

"I have a Conversion Option that I can exercise unless I am In default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjust ble rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can take place at any time during the term of my loan (a "Conversion Date"), and is subject to the terms any conditions established by the Note Holder and in effect on the Conversion Date.

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that (i) I must give the Note Folder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (III) on the Conversion Date, I must pay which may be required by the Federal National Montgage Association as a condition to its purchasing this loan at the time of conversion; and (vi) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the following circumstances: If, at loan origination, the principal amount is greater than 80% of the stated value of the appraisal report obtained in connection with my loan, then a new appraisal of the property securing the loan may be required. I can not exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I will be expected to owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property."

2. Calculation of Fixed Rate.

Section 5(B) of my Rider is amended in its entirety to regions follows:

"My new, fixed interest rate will be equal to the Federal Nation." Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) If the original term of the Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from five eighths of one percentage point (0 325%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentagy point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Com er ich Date pursuant to the schedule below, or (ii) if the original term of the Note is 15 years or less, 15-year fixer, rate mortgages covered by applicable 60 day mandatory delivery commitments, plus a percentage ranging from five-eighths of one percentage point (0.625%) to one and one-eighth percentage points (1.125%) rounded to the neares one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I and expected to owe on the Conversion Date pursuant to the following schedule:

0.625 % for unpaid balances of up to \$ 187,450

0.875 % for unpaid balances from \$187,451 1.125 % for unpaid balances from \$250,001

to \$ 250,000 to \$ 500,000

If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(D) above."

OFFICIAL SEAL CLAUDE N. BURNS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/5/94

> ICKI L. ZAU COMM. SION LAPIRES

FRANCES M COSGROVE

(Seal) Borrower

(Seal) Borrower

ELLSWORTH H MILLS

Property of Cook County Clerk's Office

90.150014

UNOFFICIAL CORY . . .

PLAT ACT APPIDAVIT

State of I	llinoia)	
)	S.S.
County of	Cook	.)	

Louis S. Gasperee , being duly sworn on oath states that he resides at 1825 Morris Ave., Homewood, IL, and that the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons: (Circle the number below which is applicable to attached deed or lease)

 said Act is or applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcol)

OR

the conveyance falls in one of the following exemptions permitted by the Amended Act which become effective July 17, 1959.

- The division or subdivision of land into parcels or tracts of 5 acros or more in size which does no.) nvolve any new streets or easements of access.
- The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or intired to therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of account.
- 6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or ensements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyance.
- The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
- 10. The sale of a single lot of loss than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the sale larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

Affiant further states that __he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

Subscribed and Sworn to before me this

day of august

, 19<u>90</u>.

Notary Public

My Commission Expires:

pri di da iko Samanan Samanan Samanan

Property of Cook County Clerk's Office