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90467295

(Space Above This Line For Recording Data) -

MORTGAGE

277470-4

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 18
The mort gragor is MARK MITCHELL AND 19 90 The mor/agor is MARK MITCHELL AND MARGARET A. MITCHELL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to LOAN ASSOCIATION OF ILLINOIS THE TALMAN HOME FEDERAL SAVINGS AND

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEY.

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal num of SIXTY THOUSAND TWO HUNDRED AND NO/100

Dollars (U.S.\$ 60,200.00). 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 DECEMBER 1, 2011 paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt videnced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 9 IN BLOCK 1 IN MEDEMA'S EL VISTA GARDENS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

> DEPT-01 RECORDING \$17.25 745555 TRAN 6295 09/25/90 15:37:00 49835 4 #-90-467298 COOK COUNTY RECORDER

28-17-102-009 VOLUME 31

OAK FOREST

which has the address of 15451 LAS FLORES LANE

Illinois

60452 [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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

6F(IL) 114-11

VMP MORTGAGE FORMS + 31 (293 H100 + 1800/521 729)

700el

UNOFFICIA FORM PERT 95TH STREET SAVINGS AND THE TALMAN HOME FEDERAL 1. Learning State of Illinois **Х**ОТ ИЯПТВЯ ПИА СВООВЯ "C. Therese Mark 60453 OPK LAWN, IL DOFOKER IMPURKI Notary Public PREPARED BY: My Commission expires: 15601 Given under my hand and official seal, this set forth. free and voluntary act, for the uses and purposes therein THEIR sgned and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that T hex personally known to me to be the same person(s) whose nam (s) **37A** HUSBAND AND WIFE do hereby certify that MARK MITCHELL AND MARGARET A. MITCHELL, , a Notary Public in and so, said county and state, 21.2/ STATE OF ILLINOIS, County ss: . ISpace Below This Line For Acting -Borrower (IBSZ) -- Borrower (Seal) MARGARET A. MITCHELL/HIS WIFE BOTTOWN (Scal) -Borrower MARK MITCHELL (Seal) and in any rider(s) executed by Borrower and recorded with it. BY SIGNING BELOW, Borro wa accepts and agrees to the terms and covenants contained in this Security Instrument [Vilosqs] (sherify] Planned Unit Development Rider Graduated Pavenent Rider 1-4 Family Rider ☐ Condominium Rider Adjustable Faste Rider aupplement the evenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable Lox(es)) this Security incrument, 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 Instrument without charge to Borrower Borrower shall pay any recordation costs.

22. Walver of Homestead. Borrower waives all right of homestead exemption in the Property. on receiver's bonds and reasonable autorneys' fees, and then to the sums secured by this Security Instrument, Lender shall release this Security Instrument, Lender shall release this Security of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence. by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. or before the date specified in the notice. Lender at its option may require immediate payment in full of all aums accured existence of a default or any other defence of Borrower to acceleration and foreclosure. If the default is not cured on informer of the right or reinstate after acceleration and the right to assert in the foreclosure proceeding the non-(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and easter paragraph of suppression of the state of the state

19. Acceleration; Remedies, Lender shall give notice to Bortower prior to acceleration following Bortower's breach

NON-DAIFORM COVENAVIS. Bottower and Lender further coverant and agree as follows:

OPK LAWN, ILLINOIS GALES WANSKI

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requesting payment.

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Droporty Lander's rights in the Droporty and Lender's rights and Lender's rights in the Droporty and Lender's rights in the Droporty and Lender's rights and rights an and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's

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

7. Protection of Lender's Rights in the Properts: Mortgage Insurance. If Borrower fails to perform the covenants

Bottower shall comply with the provisions of the lease, and if Bottower 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,

Preservation and Maintenance of Property; Leaseholds, Botrower shall not destroy, damage or substantially

justinuient immediately prior to the aequisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 36-ds, period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed, to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has Unless Lender may make proof of loss it not made prompting of the property damaged, if the restoration or repair is economically feasible and Lender security is not lessened. If the restoration or repair is economically feasible or Lender's security would be lessened, in transmence proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any secured by this Security Instrument, whether or not then due, with any secured by this security instrument, whether or not then due, with any secured by this security instrument, whether or not then due, with any secured by this security instrument, whether or not then due, with any secured by this part of the sums secured by this security instrument, and then the sums secured by the security instrument, and the sum of the sums secured by this security instrument, and the sum of the sums secured by this security instrument, and the sum of the sums secured by this security instrument, and the sum of the

and Lender. Lender may make proof of loss if not made prompily by Borrower

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

withheld.

requires insurance. This insurance shall be maintained in 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 unreasonably insured against loss by fire, hazards included within the term "extend d coverage" and any other hazards for which Lender 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property

days of the giving of notice.

a notice identifying the lien. Borrower shall satisfy the lien or 1 he one or more of the actions set forth above within 10 part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower lien an agreement satisfactory to Lender subordinating then to this Security Instrument. If Lender determines that any to prevent the enforcement of the lien or forfeiture of any part of the Property; or (e) secures from the holder of the good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in Bottower shall promptly discharge any lien which has priority over this Security Instrument unless Bottower: (a)

evidencing the payments.

on time directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower make these payments directly, Borrower shall promptly furnish to Lender receipts 4. Charges: Liens. Betto 12 shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority of et this Security Instrument, and leasehold payments or ground tents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them

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 payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

time of application as a cridit against the sums secured by this Security Instrument. later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the

Lender any am and necessary to make up the deficiency in one or more payments as required by Lender. Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender shall apply, no If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to

be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior

was made. The Funds are pledged as additional security for the sums secured by this Security Instrument. annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting Fonder pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the eserow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal

current data and reasonable estimates of future eserow items.

leaschold 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 basis of gland to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly pay to I ender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds")

Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest: Prepayment and agree as follows: Bottower shall prompily pay when due the UMIFORM COVENAMIS. Bottower and Lender coverant and agree as follows:

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower No. Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the simil 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 Beury; 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 r greements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (1) 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 legard 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 took 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 Leater. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal I wand 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 carlier 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.



(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 18TH day of SEPTEMBER

19 90 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 Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the Se-ILLINOIS curity Instrument and located at:

15451 LAS FLORES LANE, OAK FOREST, ILLINOIS 60452

Property Address

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (omitted)

2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments oursuant to Section 7(C) of the Note and this Rider.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on NOVEMBER 1 19 90 . I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place it required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$

255.85

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will intental with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its rossession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

4. TERM

If I make all by biweekly payments on time and pay all other amounts owed under this Note. I will repay my loan in full on DECEMBER 1, 2011 , which is called the "Maturity Date". If on the Maturity Date. I still owe amounts under this Note. I will pay those amounts in full on that date.

- 5. (omitted)
- 6. (omitted)

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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due. I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due. I will pay a 5 % of my overdue payment late charge to the Note Holder. The amount of the charge will be of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

(C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such paymen' from biweekly to monthly (this is called a Conversion):

- i) I fail to draiver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by mean, other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming a lipayments had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder electors convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate: the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The imports of these monthly payments will also be set forth in the Conversion Notice. After Conversion, i will ray all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date. I will pay those amounts in full on that date in accordance with Section 4 above.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
 - (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
 - (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."
- 2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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

> MARK MITCHELL (Seal) Borrower

> > (Seal)

Margaret a. Mitchell
MARGARET A. MITCHELL/HIS WIFE Borrower

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