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COOK COUNTY, ILLINOIS

1990 NOV -1 PM 1: 43

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LOAN NO.011877928

MORTGAGE

\$19.00

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 31, 1990

The mortgagor is JAMES E SCAPILLATO AND SALLY SCAPILLATO, HIS WIFE ("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"). Purrower owes Lender the pricipal sum of

SIXTY EIGHT TOUSAND AND NO /100

Dollars (U.S. 68,000.JO

Dollars (U.S. 68,000.JO

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 NOVEMBER 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

LOT 7 IN BLOCK 3 IN KENSTATON ADDITION, A SUBDIVISION OF
THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION
33, TOWNSHIP 39 NORTH, RANKE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLIDICIS.
PIN \$15-33-301-019-0000

mortgage, grant and convey to Lender the following described property located in

90535281

622 N WAICLA AVE LAGRANGE PARK IL 60525

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

County, Illinois:

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.

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

This instrument prepared by:

		WA commission
Notes Public	STIS FILLINOIS 18 ILLINOIS	B JAIOIAAO
The walk	المناسبة المراسبة الم	My commission expires:
06 61 . Show (To vab Line sin	Given under my hand and official seal, t
manant spending him spen and 101 728 Am	munios pur soli	aigned and delivered the said instrument as
	/ x ⁻	subscribed to the foregoing instrument, appearance
	nally known to me to be the san	oeneq .
	LITADS NAW DOS OTALIT	do hereby certify that
Public in and for said county and state,		State of Illinois.
SALLY SCAPILLACE (Seal)	A. prom.	<i>)</i>
(les2)OLALITITADE 3 SEPAR.	- may	
(J.) (/	O _r
ovenants contained in this Security	opts and agrees to the terms as Borrower and recorded with it.	BY SIGNING BELOW, Borrower acc Instrument and in any rider(=) executed by
€ S→ Family Rider	☐ Condominium Rider ☐ Planned Unit Development F MUCESCA	he believe the special per sider and seal per server of the server special per server
imprion in the Property. The Borrower and recorded together with the incorporated into and shall amend and the incorporated into and shall amend and the incorporated into and the incorporated into and the incorporated into and the incorporated into an incorpor	vaives all right of homestead executed If one or more riders are executed lareements of each such rider shall	Instrument without charge to Borrower. Bo 22. Waiver of Homestead. Borrower w 23. Riders to this Security Instrument. this Security.) natrument, the covenants and a supplement the covenants and agreements of supplement. [Cover applicable box(es)]
ument, Lender shall release this Security	is secuted by this Security Instr	receiver's bonds and reasonable attorneys's 21. Release. Upon payment of all sum

entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not itmited to, ressonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following 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 of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of tents.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this failure to cure the default on or before the date specified in the notice shall further inform Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or sany other defense of Borrower to acceleration and forecioeure. If the default is not cured on or before the date specified in the notice, Lender at its option may foreclose this Security Instrument by judicial proceeding. Lender shall be security Instrument by judicial proceeding. Lender shall be strument without further demand and many foreclose the Security Instrument by judicial proceeding. Lender shall be shall be affect all surps accured in purasing the remedies provided in this paragraph 19, including, but not limited to, collect all surps incurred in purasing the remedies provided in this paragraph 19, including, but not limited to, reasonable afformed in purasing the remedies provided in this paragraph 19, including, but not limited to, reasonable afformed in purasing the remedies provided in this paragraph 19, including, but not limited to, reasonable afformed in purasing the remedies provided in this paragraph 19, including, but not limited to, reasonable afformed in purasing the remedies provided in the limited of the collect and provided in purasing the colect of in purasing the collect of including the collect of includ

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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 awar to 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 day 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 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 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 Sorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or pieclude the exercise of any right or remedy.

11. Successors and Assigns Bound; joint and Several Liability; Co-Signers. The covenants and agreements of this

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) if co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the forms 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 repart 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: (e) my such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any arms 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 educes 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 explicable 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 ap ciffed 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. Whe notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

wal sidabilegas saga<mark>l</mark>brocoa in setanimae ecordages 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 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. 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

and fee title shall not merge unless Lender agrees to the merger in writing.
7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants

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,

this Security Instrument immediately prior to the acquisition.

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

United the monthly payments 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 I and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by

when the notice is given. offered to settle a claim, then Lender may collect the insurance proceeds. Lender may u.e. he proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then du.t. The 30-day period will begin

applied to the sums secured by this Security Instrument, whether or not then dut, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Londer that the insurance carrier has Unless Lender and Borrower otherwise agree in writing, insurance process shall be applied to restoration or repair to 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 less ends, the insurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be less ends, the insurance proceeds shall be restorated to the insurance proceeds and it is not economically feasible or Lender's security would be less ends, the insurance proceeds and it is not economically feasible or Lender's security would be less ends, the insurance proceeds and it is not economically feasible or Lender's security would be less ends, the insurance proceeds and it is not economically feasible or Lender's security would be less ends, the insurance proceeds and it is not economically feasible or Lender's security would be less ends.

all receipts of paid premiums and renewal notices. In the event of los, Br frower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender a quires, 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 term "extended coverage" and any other hazards for which Lender requires. Lender 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 Corrower subject to Lender's approval which shall not be

ge Hazard insurance. Bortower shall keep the improvements now existing of herestter effected on the Property

part of the Property is subject to a lien which may starin priority over this Security Instrument, Lender may give Borrower and of the Property is subject to a lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 lien an agreement satisfactory to Lender subby ding the lien to this Security Instrument. If Lender determines that any agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against a forcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lie, of forfeiture of any part of the Property; or (c) secures from the holder of the operate to prevent the enforcement of the lie, of forfeiture of any part of the Property; or (c) secures from the holder of the

Borrower shall promptly discoarge any lien which has priority over this Security Instrument unless Borrower (a) receipts evidencing the payments.

pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. It is borrower makes these payments directly, Borrower shall promptly furnish to Lender 4. Chargest Liens. Torrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may atten priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these rollisations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

secured by this Security snorms and the Funds held by Lender, the amount of the Funds held by Lender, to Borrower on measure of the secrow items, shall exceed the amount required to Borrower on measure of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower ahau pay conting amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall apply, no later than Funds held by Lender, any Funds held by Lender at the time of Funds held by in to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of immediately pior to the sale of the Property or its acquisition by Lender, any Funds held by Lender under paragraph? Instrument, credit against the sums secured by this Security Instrument.

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the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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. payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of tweffth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold 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.

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-Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-Lender on the day monthly payments are due under the Note, until part of the Note is paid in full, a sum ("Funds") equal to one-Lender or the day monthly payments are due under the Note, until payments are due until payments are due under the Note, until payments are due until payments are due until p

LOAN NO. DATE

011877928

OCTOBER 31, 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:

622 N WAIOLA AVE, LAGRANGE PARK IL 60525

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that poliwithstanding 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 Feders! National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lendrir's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

JAMES E SCARTILLADO

) (

Borrower

Borrower

THIS ADJUSTABLE RATE RIDER is made this 31ST day of OCTOBER . 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 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:

622 N WAICLA AVE, LAGRANGE PARK IL 60525 (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

The Note provides for an initial interest rate of interest rate and the nior thiy payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day NOVEMBER , 19 91 , and on that day every 12th month therefer. 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 adjurtable 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

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 \$\frac{1}{2}\$——10.750%, or less than \$\frac{1}{2}\$——8.750 %. Thereafter, my adjustable interest rate will never be increased on any single Change Date by more than \$\frac{1}{2}\$——2.000%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than \$\frac{1}{2}\$——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:

ANULTISTATE CONVENTIBLE ADJUSTABLE PLATE PIDER -BINGLE FAMILY -COST OF FUNDS FANNIE MAE UNIFORM INSTRUMENT FORM 3184 1/86 2384 JUN 90 2YRARM AN1 A AN2

5. FIXED INTEREST RATE CONVERSION OPTION CIAL COPY

(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.

(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 restrest 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 (0.625%), 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 this 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 Conversior 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 regual payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first non-thly 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

1. 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 amenued 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 function if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Burrower causes to be submitted to Lender Information required by the Lender to evaluate the intended transferer, as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not us impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender 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 intice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered of 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.

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 Sorrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

JAMES E SCAPILLATO Borrower

SALLY SCAPILIATO Borrower

31*S*T 19 90 day of This Addendum to Adjustable Rate Rider is made this 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. (%) "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an actustable 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 and 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 Rolder 15 days advance notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the liote or the Security Instrument; (iii) on the Conversion Date, I must pay the Note Holder a conversion fee citys \$ 250.00-- ; (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; (v) I must satisfy any conditions which may be required by the Federal National Mortgage 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 ing property."

Calculation of Fixed Rate.

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

"My new, fixed interest rate will be equal to the Federal National 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 CO 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 (0.525%) to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage points (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the schedule below, 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 a percentage ranging from five-eighths of one percentage point (0.625%) to one and one-eighth percentage points (1.125%) rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

Add: 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

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."

> (Seal) Borrower (Seal) Borrower

2366 JUN 90

2YRARM ANI & AN2

Application # 011877928

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