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MORTGAGE

271907-0

THIS MORTGAGE ("Security Instrument") is given on JANUARY 4 The mengagor is HECTOR FELICIANO AND EVELISSE FELICIANO, HUSBAND AND WIFE

("Borrower"). This security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of NINETY THOUSAND AND NC. 100

Dollars (U.S. \$ 90,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not . This Security Instrument paid earlier, due and payable on NOVEMBER 4, 2010 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, vitl. interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borro ver'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 86 IN WILLIAM ZELOSKY'S COLONIA'S BARDENS, A SUBDIVISION OF THE WEST FRACTIONAL 1/2 OF THE SOUTHEAST TRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF TAS THIRD PRINCIPAL MERIDIAN, TH. CONTROL IN COOK COUNTY, ILLINOIS.

13-08-401-011

which has the address of 5139 NORTH MASON

CHICAGO

Illinois

60630 [Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, 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

VMP MORTGAGE FORMS • (313)293 8100 • (800)521 /290=011253

Form 3014 12/83 Amended 5/84

6F(IL) 1954

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| enants contained in this Security Instrument | with it. | er necepts and agre wer and recorded | | | |
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| ed by Borrower and recorded together with be incorporated into and shall amend and er(s) were a part of this Security Instrument. | ff each such rider shall | sind agreements o | r, the covenants ts and agreemer | te justration | inuseS sid) nemelqqus |
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| out not limited to, receiver's fees, premiums sured by this Security Instrument. rument, Lender shall release this Security | n of rents, including, b then to the sums see by this Security Inst | perty and collection torneys' fees, and all sums secured | nent of the Proj de seasonable at de mement no | is of manager r's bonds an Release. Up | 17 aviacan no associatio |
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| ssert in the foreclosure proceeding the non- foreclosure. If the default is not cured on mediate payment in full of all sums secured security Instrument by Judicial proceeding, es provided in this paragraph 19, including, | bna noistrafaces of t imi ariupat yam noisq k sidt asolaatof yam b | etonse of Borrowe (es, Lender al les o and beaman antru Apenses incurred it | ob varlso grin vo Bon arti ni baiti T tuodiiw triam A lin taallos ot l | of a default the date spec curity fastru outine entitle | - sonstaizs - synfod vo se sidt - ed de sonsta |

ATTENTION: LYNN L. TSIAPAS

AONCINIFORM COVENACTS. 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 and 30 days from the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further secured by this security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the clean to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-information.

UNIFORM COVENITS, Northern End Covenits and Lend Covenits and Lend

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

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

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

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

Upon payme it it 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, Lender shall apply, no later than immediately pure to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under

the Noie; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner produced in paragraph 2, or if not paid in that manner, Borrower shall 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. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any liet which has priority over this Security Instrument unless Borrower; (a) 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 enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended ecverage" and any other hazards for which 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 Borrower subject to Lende 's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall incode a standard mortgage clause. Lender 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 potice to the insurance carrier

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be a plied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the i surance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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. 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 this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds, Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold

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 and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may 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 this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

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as it no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon enforeing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonable frequire to assure that the fien of this Security Instrument, Lender's rights in the Property acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained enforcement of this Security Enstrument discontinued at any time prior to the earlier of: (a) 2 days (or such other period

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have such 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. period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a

is prohibited by federal law as of the date of this Security Instrument.

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 II exercise interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Sorrower is not 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. It all or any part of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any

and the Note are declared to be severable. the Note which can be given effect without the conflicting provision. To this end the provisions of tals Security Instrument 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 Signity Instrument or 15. Governing Law; Severability. This Security Instrument shall be governed by Euleral law and the law of the

given as provided in this paragraph.

nother provided for in this Security Instrument shall be deemed to have been given of fortower of Lender and to the Property Address or any other address stated herein or any other address Lender. Any notice to Borrower. or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed

14. Antices, Any notice to Borrower provided for in this Security Listrument shall be given by delivering it by paragraph 19, 11 Lender evereises this option, Lender shall take the steps specified in the second paragraph of paragraph 17, require immediate payment in full of all sums secured by this Security In tryment and may invoke any remedies permitted any provision of the Note of this Security Instrument unenforceache according to its terms, Lender, at its option, may

13. Legislation Affecting Lender's Rights. If enactment or expension of applicable laws has the effect of rendering

prepayment without any prepayment charge under the Note. Note or by making a direct payment to Borrower. If a refut d reduces principal, the reduction will be treated as a partial reduce the charge to the permitted limit; and (b) any suris, already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to mane this refund by reducing the principal owed under the charges, and that law is finally interpreted so that the late of 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 12. Loun Churges, If the loan secured by in Security Instrument is subject to a law which sets maximum loan

that Borrower's consent.

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property ander the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the No.e. (a) is co-signing this Security Instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenance at a agreements shall be joint and several. Any Borrower who co-signs this Security Security Instrument shall bind and oertefit the successors and assigns of Lender and Borrower, subject to the provisions of or preclude the exercise of his right or remedy.

or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver modify amortization of the yams secured by this Security Instrument by reason of any demand made by the original Borrower be required to comme for proceedings against any successor in interest or refuse to extend time for payment or otherwise shall not operate to clease the liability of the original Borrower or Borrower's successors in interest. Lender shall not of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower

10. Borrower /ot Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification or posipone the due of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

Property or to the sums secured by this Security Instrument, whether or not then due.

notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the 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

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

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall жи əldi. əldi. 10 тон жылы тайты байы Ерик е таматы түстін жылы жылы жылы жылы жы

shall pay the premums required to maintain the insurance in effect until such time as the requirement for the insurance 11.1 ender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Berrower

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BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 4TH day of JANUARY

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 SeNOIS curity Instrument and located at:

5139 NORTH MASON, CHICAGO, ILLINOIS 60630

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

1. (omitted)

ILLINOIS

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 (pursuant 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 FEBRUARY 8 19 90 . I will make the biweekly payments every fourteen days until I have paid all of the rancipal 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.

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

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 394.91

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will ne intain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession 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 NOVEMBER 4, 2010 , 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 late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment 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 payment from biweekly to monthly (this is called a Conversion):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above:
- ii) I fail to mair tain 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 me insighter than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new paymer to by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all pa) ments 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 elects to 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 amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion It will pay 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.

HECTOR FELICIANO

__(Seal) Borrower

EVELISSE FELICIANO/HIS WIFE

__(Seal)

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