

# UNOFFICIAL COPY

90272302  
9 0 2 7 2 3 0 2

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 JUN 11 AM 11:50

90272302

(Space Above This Line For Recording Data)

19.00

LOAN NO. 051811430

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 7, 1990. The mortgagor is RAVI K. TRIVEDI AND GITA R. TRIVEDI, 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"). Borrower owes Lender the principal sum of

TWO HUNDRED FIFTY THOUSAND AND NO /100 Dollars (U.S. \$250,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

JULY 1, 2000. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 33 IN WATERFORD SUBDIVISION BEING A SUBDIVISION OF PARTS OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1988 AS DOCUMENT 88596267 IN COOK COUNTY, ILLINOIS.

PIN #07-24-103-006-0000  
07-24-108-007-0000

+ RPT  
+ SPT

90272302

1528 SANDBURG DR SCHALMBURG IL 60173

which has the address of ("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.

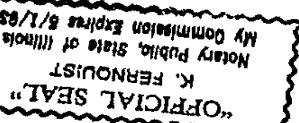
# UNOFFICIAL COPY

051811430  
TRIVEDI RAVI K  
**U**

四百零四

CHICAGO, IL 60635  
6700 W NORTH AV  
ST PAUL FEDERAL BA  
MICHAEL J. O'CONNOR

This instrument prepared by:



100

10

Given under my hand and official seal, this 7TH day of JUNE

, personally known to me at the same person(s) whose name(s) are \_\_\_\_\_, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is his \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein

State of Illinois, \_\_\_\_\_ DUPAGE County ss:  
K. FERNQUIST \_\_\_\_\_, a Notary Public in and for said county and state,  
do hereby certify that RAVI K TRIVEDI and GITA B TRIVEDI, HIS WIFE

City Clerk's Office

MAVI K. THIVEDI - Borrower  
(Seal) *Mavi K. Thivedi*

ELTA R. THIVEDI - Borrower  
(Seal) *Elta R. Thivedi*

<p>20. Leader in Possessions fees and costs of title evidence.</p> <p>prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property received by the receiver's fees, and then to the sums secured by this Security instrument.</p> <p>21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recodation costs.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p> <p>23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, if the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. If the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement this Security instrument, the coverings and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.</p>	<input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Graduate Entry Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> 24 Family Rider <input type="checkbox"/> Other(s) Specify LOAN RIDER <input type="checkbox"/>
--	--

19. Acceptation, Remedies, Borrower prior to acceleration paragraphs 13 and 17 unless any covenant or agreement in this Security instrument is breached; (b) the section required to cure the deficiency; (c) a public law provides otherwise). The notice shall specify: (a) the date before the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the deficiency is a default in the date specified in the notice may result in acceleration of the sums secured by this instrument, notwithstanding any other provision of this instrument.

Security to cure the deficiency is given to Borrower, by which the default must be cured; and (d) that failure to cure the deficiency is a default in the date specified in the notice may result in acceleration of the sums secured by this instrument, notwithstanding any other provision of this instrument.

Borrower or the right to receive information and the right to accelerate and sell of the property. The notice shall further inform Borrower of any other default or defect in the title to the property, if any, and the right to require the Borrower to correct such defect or default within a reasonable time after receipt of the notice.

of a default or any other defect in the title to the property, if any, and the right to require the Borrower to correct such defect or default within a reasonable time after receipt of the notice.

of any covenant or agreement in this Security instrument following a breach;

# UNOFFICIAL COPY 2

UNIFORM COVENANTS, Borrower and Lender by their and various 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-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. 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 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, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of 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 amounts payable under paragraph 2; second, 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 provided 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 lien 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 coverage" 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 Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include 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 notice 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 applied 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 insurance 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 repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin 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.

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.

30242302



# UNOFFICIAL COPY

9 0 2 7 2 3 0 2  
ADJUSTABLE RATE LOAN RIDER

(11th District Cost of Funds Index-Payment and Rate Caps)

LOAN NO.

DATE 051811430

JUNE 7, 1990

THIS ADJUSTABLE RATE RIDER is made and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (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, 6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1528 SANDBURG DR, SCHAUMBURG IL 60173  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED AND THE INTEREST RATE INCREASES ARE LIMITED.

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

A. The Note provides for an interest rate and monthly payments as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.500%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of JANUARY, 1991 and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be greater than 13.875%.

(D) The Index

Beginning with the Interest Change Date, my 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 15 days before each Interest Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next interest Change Date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on AUGUST 1, 1990. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JULY 1, 2000, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at ST. PAUL FEDERAL BANK FOR SAVINGS, 6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ -\$3234.94--  
This amount may change.

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of FEBRUARY, 1991, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay the full payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

90272302

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## (D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal installments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." The Note holder will then calculate the amount of my monthly payment due the month preceding the Payment Change Date multiplied by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, I will pay the lesser of the Full Payment or the Limited Payment.

## (E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 2 above.

## (F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount due to the Limited Payments and interest rate increases. If so, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment until my monthly payment changes again. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

## (G) Required Full Payment

On the 6th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment as my monthly payment on the final Payment Change Date.

## 4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will contain the interest rate or rates applicable to my loan for each month since the prior notice, or, for the first notice, since the date of this Note. The notice will also 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. The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

### A. FIXED INTEREST RATE CONVERSION OPTION

#### (1) OPTION TO CONVERT TO FIXED RATE

I have a Conversion Option which I can exercise at any time unless I am in default or this Section A(1) or Section A(3) below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to the fixed rate calculated under Section A(2) below.

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I want to do so at least 15 days before the Conversion Date; (b) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to 2.00 % of the unpaid principal I am expected to owe on that Conversion Date plus U.S. \$ \$2.00; (d) by the Conversion Date, if an appraisal report is required by Section A(3) below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

#### (2) CALCULATION OF FIXED RATE

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year, fixed rate mortgages 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

( SEE PAGE 3 ABOVE SIGNATURES ) , 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 A(2) will not be greater than the Maximum Rate stated in Section 2(C) of the Note.

#### (3) REDUCTION OF PRINCIPAL BALANCE BEFORE CONVERSION; APPRAISAL

If on the date of this Note the amount of the principal is greater than 80% of the stated value of the appraisal report obtained by the lender in connection with the loan I have received or if the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

**UNOFFICIAL COPY**

Borrower  
(Seal)

Borrower  
(Seal)

RAVI K TRIVEDI

from Mr. [unclear]

\* ADD APPROPRIATE PERCENTAGE BASED ON LOAN BALANCE AT TIME OF CONVERSATION:  
 Add 0.375 % for Loan balances to \$ 187450.00  
 0.625 % from \$ 187450.01 to \$ 250000.00  
 0.875 % from \$ 250000.01 and above.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this

If Lender exercises this option, Lender shall give Borrower notice of acceleration or the notice shall provide a period of not less than 30 days from the date the notice is delivered 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.

**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 law as of the date of this Security instrument.

2. If I exercise my Conversion Option under the conditions stated in Paragraph B of this Adjustable Rate Loan Rider, Uniform Government 17 of the Security Instrument described above shall increase to be in effect, and Uniform Government 17 of the Security Instrument shall instead be described as follows:

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date of acceleration. The notice shall state that all sums secured by this Security Instrument is delinquent or delayed 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.

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 may also require the transferor to keep sign an assumption agreement that is acceptable to Lender and 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.

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 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. Lender also shall not exercise this option if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of its coverage agreement or agreement to acceptable to Lender.

1. Until I exercise my Conversion Option under the conditions stated in Paragraph B of this Adjustment Rate Loan Rider, Uniform Government Act of the Security Instrument is amended to read as follows:

C. Transfer of the property or a beneficial interest in borrower and assumption option.

(a) DETERMINATION OF NEW PAYMENT AMOUNTS  
!! ; choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

(4) DETERMINATION OF NEW PAYMENT AMOUNT

If the unpaid principal I am expected to owe on the Conversion Date is an amount greater than 80% of the appraisal report's stated value of the property securing my loan, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 80% of the stated value of the property.

# UNOFFICIAL COPY

LOAN RIDER

9 0 2 7 2 3 0 . 2

LOAN NO. 051811430  
DATE JUNE 7, 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:

1528 SANDBURG DR, SCHAUMBURG IL 60173

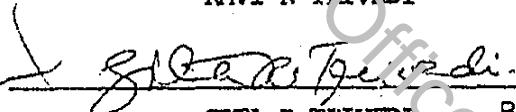
(PROPERTY ADDRESS)

902772302

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

  
\_\_\_\_\_  
RAVI K TRIVEDI Borrower

  
\_\_\_\_\_  
GITA R TRIVEDI Borrower