

# UNOFFICIAL COPY



RECEIVED AND RETURNED  
MIDAMERICA FEDERAL SAVINGS BANK  
111 N. MICHIGAN AV.  
CHICAGO, IL 60601

Cuyahoga 1061®

91612979

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10TH, 2022.

The mortgagor is

MICHAEL E CAMPBELL and ANGELA REBECCA CAMPBELL, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to

MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of UNITED STATES OF AMERICA  
address is 40 & 47TH ST, WESTERN SPRINGS, IL 60555

(("Lender"). Borrower owes Lender the principal sum of  
EIGHTY THOUSAND AND NO/100

Dollars (\$80,000.00)

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 JANUARY 1, 2028. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (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 3 IN BLOCK 13 IN JOSSETT'S 1ST ADDITION TO LA GRANGE, BEING A SUB-DIVISION OF THAT PART OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 16 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD AND SOUTH OF HAPERVILLE ROAD (OR OGDEN AVENUE) IN COOK COUNTY, ILLINOIS

P.L.N. 1804108012000,  
which has the address of 126 N CATHERINE, LAGRANGE  
Illinois 60525  
("Property Address").

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Form 3014 9-90  
Amended 5-91

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16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

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 instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared

14. Notices. Any notice to Borrower or to Borrower's addressee shall be given by delivery in writing or by mailing it by first class mail unless otherwise specified in this Security Instrument.

13. **Loan Repayments.** If the loan account by this Section is terminated or is suspended or is withdrawn, such sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collateral or to 10-14 collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any sums already collected from Borrower which exceeded permitted limits will be repaid to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower.

11. Borrower Not Releasable: Further, unless paid in full, Lender shall not be a holder of the note for payment of principal or interest.

Secured by this instrument, and delivered or sent in due date.

If the Property is a house held by Burrower, or if, after notice by Lender to Burrower that the demandor offers to make an award or settle a claim for damages, Burrower fails to respond to Lender within 30 days, after the date the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of part of the Property or to the sum demanded.

However, as far as I am concerned, the term *intermediaries* denotes the category as less than the sum of its parts, whereas *middlemen* shall be applied to the sum, as used by this Society. Interimment whether or not the sums are then due.

amount of the sum received immediately before the taking, divided by (b) the fair market value of the Property immediately

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by the Security Instrument.

10. **Condemnation.** The proceeds of any award of claim for damage, direct or consequential, in consequence of condemnation of other realty belonging to any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. Inspector, before or at the time of his departure, make reasonable enquiry upon the whereabouts of the inspection; inspect such places

Insurance ends in accordance with any written agreement between provider and recipient or applicable law.

payments may no longer be required, or the option of lending, if necessary, to encourage early repayment (in the amount and for the period

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**5: Hazard or Property Insurance.** Borrower shall keep in full force and effect insurance coverage on the other created on the Property insured against loss by fire, hazards included in the term "hazardous conditions" or any other hazard including floods or flooding, for which Lender requires insurance. This insurance shall be maintained at the expense of the person(s) that Lender requires. The insurance carrier providing the insurance shall be acceptable to Lender and subject to the terms of which shall not be unreasonably withheld. If Borrower fails to maintain insurance coverage, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a statement of mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall provide payment of or let a receipt 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 the repair or replacement 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 same 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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by curing the action or proceeding or by being dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information in statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** 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 forfeiture of the title or 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, 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.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Form 301a 9/90

more of the actions set forth above within 10 days of the giving of notice  
this Security Instrument, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the lien or take one or  
two Security Instruments if Lender determines that any part of the Property is subject to a lien which may attach over  
entitlement of the lien or (c) sources from the holder of the lien in agreement satisfactory to Lender's opinion of record to  
be, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the  
writing to the payee of the payment secured by the lien in a manner acceptable to Lender; (b) contents in good faith the item  
Borrower shall prepay dividends and late charges and securities in accordance with this instrument unless Borrower; (a) agrees in  
it Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph  
these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly  
which may attain priority over this Security Instrument, and accelerated payments or demand rents, if any, Borrower shall pay  
4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property  
charged, to interest due; fourth, to principal due, and last, to any late charges due under the Note.

5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs  
1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraphs  
this Security Instrument.

of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a credit against the sums secured by  
funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale  
upon payment in full of all sums secured by this Security Instrument, Lender shall prepay dividends resulting to Borrower  
make monthly payments, at Lender's sole discretion.

If the funds held by Lender necessary to make up the deficiency in no more than  
time is not sufficient to pay the excess items when due, Lender may so notify Borrower in writing, and, in such case Borrower  
for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender at any  
If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower  
debt to the funds made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Lender may account to the funds, showing debts and deficits to the funds and the purpose for which each  
Borrower and Lender may agree in writing, unless applicable law provides otherwise. Lender shall give to Borrower,  
applicable law requires payment to be paid, Lender shall do the required to pay Borrower any interest or earnings on the funds  
used by Lender in connection with this loan, unless applicable law charges for an independent real estate law permits Lender to make such  
charge. However, Lender may require interest on the funds and applicable law permits Lender to pay the excess funds held by Lender  
recently the excess items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such  
Excess items, Lender may not charge Borrower for holding and applying to the funds, usually starting the excess account. On  
including Lender, if Lender is such a bank or institution or in any federal home loan bank, Lender shall apply the funds to pay the  
The funds shall be held in an institution whose deposits are insured by a federal agency, insurance, or entity.

Second items or otherwise in accordance with applicable law.  
Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future  
sets a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.  
1974 as amended from time to time, 12 U.S.C. Section 261 et seq. ("RESPA"), unless another law than applies to the funds  
related mortgage loan, as required for Borrower's account under the federal Real Estate Settlement Procedures Act of  
Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally  
the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excess items."  
if any: (a) early mortgage insurance premiums, if any; (b) early hazard or property insurance premiums; (c) early flood insurance premiums;  
and assessments which may attain priority over this Security Instrument as a lien on the Property; (d) early leasehold payments  
Lender on the day mortgagor paysments are due under the Note until the Note is paid in full; (e) sums payable by Borrower to Lender, in accordance with  
2. Funds for Taxes and Insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay to  
principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.  
1. Payment of Principal and Interest: Prepayment and Late Charges, Borrower shall promptly pay when due the

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT constitutes a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby contained and has the right to mortgage,  
lascination, All of the foregoing is referred to in this Security Instrument as the "Property".  
TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and  
fixtures now or hereafter a part of the property. All replacements and additions to the property will also be covered by this Security

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.  
BORROWER COVENANTS that the Property is unencumbered, except for encumbrances of record. Borrower warrants  
and will defend generally the title to the Property and that the Property is unencumbered, except for encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-national covenants with limited  
jurisdiction to constitute a uniform security instrument covering real property.

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and  
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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**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 written notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed to the date 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 to 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 earliest of (a) 5 days after such 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 entitling this Security Instrument. These conditions state that Borrower has paid Lender all sums which then would be due under this Security Instrument and the Note as of the date of default as accelerated, cures any default of any other covenants or agreements, pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and it takes such action as Lender may reasonably require to ensure that the title 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 unchallenged. 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note together with this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do or cause any removal or other activity affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property, any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by a governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as such by environmental laws by Environmental Law and the following substances: gasoline, kerosene, other flammable liquids, petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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 any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. 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 recordation costs.

**23. Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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Form 3014 9/90

NAPERVILLE, IL 60566  
1001 S. WASHINGTON ST

KENNETH KORNANDA

This instrument was prepared by:

Page 6 of 6

Notary Public

*Linda Campbell*

1991

29th

day of November

free and voluntary act, for the uses and purposes herein set forth.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is my personal knowledge known to me to be the same persons(s) whose names(s)

My Commission Expires 8/12/95  
Notary Public, State of Illinois  
Kenny Kenneth Kornanda  
Official Seal

Given under my hand and affixed seal, this

1. The undersigned  
. a Notary Public in and for said county and state do hereby certify  
that MICHAEL E CAMPBELL and KATHLEEN RENE CAMPBELL, HUSBAND AND WIFE  
Cook County ss:

360363912

MICHAEL E CAMPBELL

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

354124914

KATHLEEN RENE CAMPBELL

Borrower

(Seal)

Witnesses:

In any rider(s) executed by Borrower and recorded with it,  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

21. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- (Check applicable boxes)
- Adjustable Rate Rider       Condominium Rider       Family Rider       Graduate Payment Rider       Biweekly Payment Rider       Standard Unit Development Rider       Rate Improvement Rider       Second Home Rider       Other(s) [Specify]
- V.A. Rider       Balloon Rider       Graduate Payment Rider       Biweekly Payment Rider       Standard Unit Development Rider       Rate Improvement Rider       Second Home Rider       Other(s) [Specify]

22. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20<sup>th</sup> day of January, 19<sup>82</sup>, 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 MICHIGAN FEDERAL SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at

120 W CASSIERINE, LAGRANGE, ILLINOIS 60526  
(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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of January, 19<sup>82</sup>, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 1.5% to the Current Index percentage points (1.5%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that 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 I am required to pay at the first Change Date will not be greater than 12.625% or less than 7.625%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.625%, which is called the "Maximum Rate".

##### (E) Effective Date of Changes AND NO LESS THAN 1.525%

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 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. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by 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) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be 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 may also 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.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

115-15274-11

RIDER  
KATHLEEN REAGAN CAMPBELL  
(Seal)  
BORROWER  
MICHAEL E. CAMPBELL  
(Seal)

Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate  
Contract of this period. Lender may invoke any remedies permitted by this Security instrument without further notice  
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 shall provide a period of not less than 30 days from the date this 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 shall provide payment in full. Lender shall give Borrower notice of acceleration  
or demand on Borrower.