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LOAN # 2-001448-7

91663910

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 5 1991
 19 The mortgage is John Michael Conn and Lucinda A. Michael Conn, his wife
 ("Borrower"). This Security Instrument is given to
 FIDUCIARY FEDERAL SAVINGS BANK which is organized and existing
 under the laws of THE UNITED STATES OF AMERICA and whose address is
 5454 W. BELMONT AVE., CHICAGO, IL 60631 ("Lender").
 Borrower owes Lender the principal sum of ELEVEN THOUSAND, \$11,000.00.
 Dollars (U.S. \$ \$11,000.00). 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, 2022 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 prop-
 erty located in COOK County, Illinois:

LOT 39 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NUMBER 8, BEING A
 SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40
 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No: 13-28-404-008-0000

5135 W. Parker

Chicago

which has the address of
 60639 (Street) (City)

Illinois ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected 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 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Product 44713

Form 3014 9/90 (Page 1 of 6 pages)

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may, at Leender's option, obtain coverage to protect Leender's rights in the Property in accordance with paragraph 7.

Leender's approval which shall not be unreasonable will be given to maintain coverage described above, Leender for the period in which Leender receives carrier pricing the insurance shall be chosen by Borrower subject to for the period of coverage for which Leender receives insurance which includes all but the minimums and including floods or flooding, for which Leender requires insurance. This insurance shall be maintained in the amount of the Property insured against loss by fire, hazards included within the term "extended coverage" and may other hazards, 5. Hazard or Property Insurance. Borrower shall keep the insurance now existing or hereafter received on

any property over which Leender may give Borrower a notice indefinitely the less, Borrower shall during the term of this Insurance to the extent necessary to meet the requirements of the law; or (c) accept a from the time of issuance of the license in which the holder of the license in the state where it is issued to Leender to prevent the cancellation of the license, legal proceedings available to him in writing to the owner by, or demands against car owners of the license in the number receivable to Leender, (b) contain a good aggregate in writing to the payment of the obligation over which his priority attaches and agrees to the following (ii) Borrower shall provide to the parties.

Borrower shall promptly discharge any lien which has priority over him security interest in him unless Borrower under this paragraph, if Borrower makes the payment directly, Borrower shall promptly furnish to Leender as a carrier accepts evidence of payment on time directly to the person owed payment, Borrower shall promptly furnish to Leender with notice to be paid on time paid to the same amount provided in this Security instrument provided payment results, if any, Borrower shall pay this amount directly over this Security instrument, and leave hold payment results, if any, Borrower shall pay the property which may occur prior to the issuance of the certificate of title to Leender, to the parties, and lumpsums payable to the

3. CharKes: Leender, Borrower shall pay all taxes, assessments, charges, losses and incidental to the

paragraph 2: direct, to Interests, to principal due; real, to any payment he made under the Note; second, to him any payment received by Leender, and 2 shall be applied to any payment he made under paragraph 1 and 2 shall be applied to principal due; real, to any payment he made under the Note.

(b) upon payment in full of all amounts received by Leender shall apply remaining to Borrower

accrued by this Security instrument.

or title of the Property, shall supply any funds held by Leender in the sum of one thousand or more in credit shall have the sum

any funds held by Leender, if, under paragraph 2, Leender shall accept all the property, Leender, prior to the negotiation

Upon payment in full of all amounts received by Leender shall apply remaining to Borrower

no more than twelve months, all Leender's sole discretion.

Borrower shall pay to Leender the amount necessary to make up the deficiency in the amount necessary to pay the accrued for the excess. Funds in escrow with Leender, Leender may so notify Borrower in writing, and, in such case

any time is not sufficient to pay the Escrow item, Leender shall pay all the property, Leender, prior to the negotiation

for the excess funds in escrow which the real estate of applicable law, if the amount of the funds held by Leender in

If the funds held by Leender exceed the amount necessary to be held by applicable law, Leender shall receive to Borrower

instrument.

for which each debt to the funds was made. The funds are pledged and delivered accordingly for all amounts accrued by this Security for which to Borrower, without charge, in addition, account being of the funds, allowing credit to the funds and the purpose given to Borrower, shall in writing, however, that Leender shall be entitled to paid on the funds, Leender shall make or applicable law required to be paid, Leender shall be required to pay Borrower any interest or attorney's fees

in made or applicable law required to be paid, Leender shall be liable to pay Borrower to pay the funds otherwise, Leender and applicable law prevailing for the funds held by Leender, unless

to make such a charge. However, unless Leender may hold funds and applicable law prevailing for the funds held by Leender

including, or otherwise, Leender may hold funds and applicable law prevailing for the funds held by Leender

pay the Escrow item, Leender may not charge Borrower for holding and applying the funds held by Leender, unless

(including Leender, "Leender is such in satisfaction or in any Recession Home Loan Bank, Leender shall apply the funds to

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reconvenable, as, means of compensation of future Escrow items or otherwise in accordance with applicable law,

amounts not to exceed the lesser amount, Leender may claim the amount of funds due on the basis of current date and

interest in funds held by Leender to the funds as a result of any time, Leender may, at any time, in the amount not to hold funds in an

estate Settlement Proceeds act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless

amounts to Leender for a federally related mortgage loan may collect and hold funds in the maximum under the federal Real items are called "Escrow Items," Leender may, at any time, collect and hold funds in the maximum not to exceed the maximum

to Leender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, These

flood insurance premiums, if any: (e) yearly mortgage insurance premiums, if any; (d) yearly sums payable by Borrower

excessive payments or ground rents on the property, if any: (c) yearly hazard or property insurance premiums; (d) yearly

yearly taxes and assessments which may occur under the insurance which includes all losses on the property;

2. Funds for taxes and insurance, subject to application by Leender by Borrower shall promptly pay when due

the principal of principal and interest; Prepayment and Late Charges, Borrower shall promptly pay when due

UNIFORM COVENANTS. Borrower and Leender covenant and agree as follows:

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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 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 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 causing the action or proceeding to be 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 or 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 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.

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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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This instrument was prepared by..... John K. Jackson

Notary Public
(SEAL)

Witness my hand and official seal this,
day of December, 1991.

My Commission Expires: 10/18/93
Notary Public, State of Illinois
S. G. Jackson, Notary Public

and dead and shall..... executed said instrument for the purposes and uses herein set forth.
Instrument, have executed same, and acknowledge said instrument to be..... free and voluntarily ac-
t before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing
to an, Michigan, and, Lapeer, MI, who, we, persons personally appeared
a Notary Public in and for said county and state, do hereby certify that
I, John K. Jackson, Notary Public, do acknowledge and declare under oath, that the foregoing instrument
was executed by the above named person(s) in the presence of the undersigned, and that the same is a true copy of the original instrument.

COUNTY OF Cook
STATE OF Illinois
SS:

Cook

Chicago, IL 60647
SAC Chicago
FDIC/Federal Savings Bank
MAIL TO:

(Space below this line for acknowledgement)

Social Security Number: 320-66-0967
Borrower
(Social)

320-66-0256

Social Security Number: 339-66-3521
LUCILLE A. MICHAELEAN
Borrower
(Social)

350-76-3074
Loan Number
Wittnesses

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

Other(s) (Specify)

- Admisible Rule Rider Conditional Rider Rate Improvement Rider Second Home Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Adjustable Rate Rider Capitalization Rider 1-4 Family Rider

(Check applicable boxes)
and agree to the following terms of this Security Instrument in if the rider(s) were to part of this Security Instrument.
With this Security Instrument, the borrower and lender will be incorporated into this instrument
with the documents of each such rider will be incorporated into this instrument together.

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

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

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

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

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

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

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23. Waller or Homested, Borrower will right of homestead example in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs. Lender shall release this Security instrument without charge to Borrower, Lender shall be entitled to collect all expenses incurred in purifying this instrument, Lender shall release this Security instrument of all sums secured by this Security instrument, unless otherwise agreed, fees and costs of title evidence by judicial proceeding, but not limited to, reasonable attorney's fees and costs of the remediation in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument in full if not cured on or before the date specified in the note, Lender at his option may require immediate payment in full of the non-accrual balance or any other deferral or deferment of Borrower to accelerate, if the deferral or deferment of the right to renewable or cancellable until payment in full of the property, The notice of the sums secured by this Security instrument, foreclosure procedure may result in the deferral must be cured; and (d) that failure to cure the date deferral or before the date specified in the note, by which the deferral must default; (e) a date, not less than 30 days from the date notice is given to Borrower, by which the deferral must default, unless applicable law provides otherwise, The notice shall specify: (a) the date deferral; (b) the reason required to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's

NON-UNIFORM COVENANTS, Borrower shall give notice to Borrower under paragraph 17

that relates to health, safety or environmental protection.

used in this paragraph 20, Environmental Law, means federal laws and laws of any jurisdiction where the Property is located pesticides and herbicides, volatile solvents, materials containing asbestos, formaldehyde, and radioactive materials, As by Environmental Law and the following substances: gasoline, kerosene, otherflammable or toxic petroleum products, toxic as used in this paragraph 20, "Hazardous Substances," are those substances defined as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, regardless of authority, that may involve or other remediation of any hazardous substance reflecting the Property is necessary, Environmental Law of which Borrower has actual knowledge of Borrower, or is notified by any government or any Hazardous Substances of any government agency or regulatory authority involving the Property and any action by

Borrower shall give notice to private party in writing the Property and demolition, renovation or other action by to normal residential uses and to maintenance of the property.

use, or storage on the Property of small quantities of Hazardous Substances that are genetically engineered to be propagative, the Property that is in violation of any Environmental Law, the preceding two sentences shall not apply to the presence, of any Hazardous Substances on or in the property, Borrower shall not do, nor allow anyone else to do, anything affecting

20. Hazardous Substances, For whom shall not cause to permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by 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 be given written notice of the change in accordance with paragraph 14 above and applicable law, Servicer, Borrower will be one or more changes of the Loan Servicer unrelated to a sale of the Note, If there is a change of the Loan also may be one or more changes of the Note and this Security instrument, There

(known as the "Loan Servicer"), that collects mostly payments due under the Note and this Security instrument, The entity

instrument) may be sold or of more times without prior notice to Borrower, A sale may result in a change in the entity

19. Sale of Note, Change of Loan Servicer, The Note or a partial interest in the Note (together with this Security

right to estimate this, not apply in the case of acceleration under paragraph 17.

strument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred, However, this the sums secured by this Security instrument shall be delivered to the Note holder by Borrower, this Security instrument to assure that the Note of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay requires to be delivered to the Note holder by Borrower, Lender may reasonably infer from the instrument, before a sale of the Note, as Lender may reasonably infer from the instrument, that the Note holder by Borrower, Lender shall sum which would be due under this Security instrument and the Note as if no acceleration had (a) pays Lender all sums which would be due under this Security instrument and the Note as if no acceleration had (b) entry of a judgment entitling this Security instrument to any power of sale contained in this Security instrument; or (c) entry of a judgment entitling this Security instrument to any power of sale contained in this Security instrument, before a sale of the Property pursuant to any time prior to the earlier of: (a) 5 days (or such other period enforceable law may specify for reinstatement) or (b) 10 days to reinstate, Borrower meets certain conditions, Borrower shall have the right to have

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

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

now in of this Security instrument, if Borrower, this option shall be exercised by Lender if exercises is prohibited by general secured by this Security instrument, However, this option shall be exercised by Lender if exercises is prohibited by general person) without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums

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This instrument is the property of _____ (Lender), and shall be the sole responsibility of the Lender to make arrangements to effect payment of any amounts due to the Lender under this Note. This instrument is unsecured by the Borrower, and is subject to the laws of the State of Illinois.

Interest rates for the Note shall be determined by the Lender, and the Lender may make such changes to the interest rate at any time during the term of the Note, provided that (a) new loan notes to be submitted to the Lender for consideration, (b) Lender's security interest will not be forfeited, and (c) the date of this Note Security Instrument remains in full force and effect. This instrument is made to the Lender by the Borrower, and is intended to provide for the payment of all amounts due to the Lender under this Note, including any amount which may become due during the term of the Note.

The Note is sold or transferred (or if it is a beneficial interest in Borrower, to any party of title to the Note) without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all amounts secured by this Note, including any amount which may become due during the term of the Note.

Transfer of the property or a beneficial interest in Borrower to any party of title to the Note is unsecured by the Lender, and the Note is held by the Lender in full for all amounts due to the Lender under this Note.

Information contained in Exhibit B of the Security Instrument is unchanged to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(b) Note Holder will also file title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change. The Note Holder will handle information requested by me and also the title and telephone number of a person who will answer my questions; I may have information before the effective date of my change.

(c) Note Holder will deliver to me a notice of any changes in my interest rate and the amount of my monthly payments, unless otherwise agreed. Any new interest rate will become effective on each Change Date. I will pay the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment begins again.

(d) Effective Date of Changes. (e) Limitations on Interest Rate Changes. The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment. The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment. The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

If the Note Holder calculates my new interest rate by adding the new index rate to repay the principal of my new monthly payment, the result of this calculation will be the new amount of my new monthly payment.

The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment. The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

If the Note Holder adds the new index rate to the monthly payment, the Note Holder will choose a new index based upon comparable information. If the Note Holder has available, the Note Holder will give me notice of this choice.

If the Note Holder adds the new index rate to the monthly payment, the Note Holder will choose a new index based upon comparable information. If the Note Holder has available, the Note Holder will give me notice of this choice.

The Note Holder will then determine the new amount of the monthly payment if it is expected to owe at the Change Date in full on the monthly date of my new monthly payment.

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If the Note Holder adds the new index rate to the monthly payment, the Note Holder will choose a new index based upon comparable information. If the Note Holder has available, the Note Holder will give me notice of this choice.

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ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index—Rate Caps)

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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.

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 the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

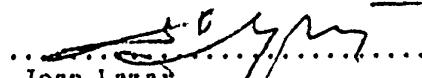
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



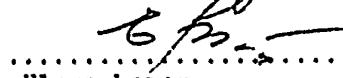
.....(Seal)
TOURN Mihatean
Lucretia A. Mihatean
Borrower



.....(Seal)
Lucretia A. Mihatean
Borrower



.....(Seal)
Joan Lazar
BORROWER



.....(Seal)
Eileen Lazar
BORROWER

LOAN # 2-001448-7

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