RECORD AND RETURN TO: THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS 4901 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60641 ATTENTION: LILLY BEREZA (Space Above This Line for Recording Date)

# MORTGAGE

282205-9

THIS MORTGAGE ("Security Instrument") is given on MARCH 29 The mortgagor is JEFFREY M. ANDREWS AND LISA A. ANDREWS, HUSBAND AND WIFE

1991

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

Borrower owes Lender the principal sum of NINETY FIVE THOUSAND SIX HUNDRED AND NO/100

95,600.00 1. This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced on AUGUST 9, 2012 by the Note, with interest, and all renamals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the socurity of this Security Instrument; and (a) 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 describet property located in

COOK County, Illinois: THE SOUTH 20 FEET OF LOT 326, ALL OF LOT 327 AND THE NORTH 1 FOOT OF LOT 328 IN WILLIAM ZELOSKY'S SECOND TERMINAL ADDITION TO WESTCHESTER IN THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LAND UNDERLYING PART TAKEN FOR CONDEMNATION FOR ADDISON CREEK IN CASE NUMBER 60625), IN COOK COUNTY, ILLINOIS. 72 C/674

91146588

WESTCHESTER

15-16-400-035

which has the address of 621 SUFFOLK AVENUE

Illinois

60154 (210 Coxto) ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all pagements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and withter now or hereafter a part of the property. All reptacements 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.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows: 1. PAYMENT of PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

ILLINOIS - Single Family -- FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: A MEL-264 Ruy 10/89 14664

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Form 3014 12/83 Amended 5/87 DPS 420

2. FUNDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of

current data and reasonable estimates of future escrow items.

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

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

Upon payment in finh of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 10 rinder 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 again A tie sums secured by this Security Instrument.

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

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

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over to's Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation 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 thes a payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which we priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the linn 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 Socurity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or rioge 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 cover" 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 includy a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the 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 estoration 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 prio to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the incurance 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 acquisiton shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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 noter this party profession in the become reductional) distributed by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be rinterest 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.

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an 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 with orized 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.

10. BORROWER NOT 'IFLEASED; 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.

11 SUCCESSORS and ASSIGNS BOUNT, 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.

12. LOAN CHARGES. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceed the permitted limits, then: (a) ray such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sur is already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to rake 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.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expircion of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable actor. d'ing to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. NOTICES. Any notice to Borrower provided for in this Security Instrument shall be all en 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Forrower. 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 person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

		EFIC	ΙΔΙ	CODV	282205-9
18. BORROWER'S RIGH					er shall have the right to have 5 days (or such other period
as applicable law may spec	ify for reinstal	tement) before sa	la of the Pro	operty pursuant to an	y power of sale contained in
this Security Instrument; or	(b) entry of a j	udgment enforcin	g this Securi	ty Instrument. Those	conditions are that Borrower
(a) pays Lender all sums	which then wo	ould be due unde ther covenants or	r this Secur agreements	ity instrument and ti :: (c) pays all expense	he Note had no acceleration es incurred in enforcing this
Security Instrument, includ	ing, but not lir	mited to, reasona	ble attorney	s' fees; and (d) takes	s such action as Lender may
reasonably require to assu	re that the lie	n of this Securit	y l∂strument	t, Lender's rights in '	the Property and Borrower's
obligation to pay the sums	iecured by this	Security Instrume	nt shall cont	inue unchanged. Upoi	n reinstatement by Borrower no acceleration had occurred.
However, this right to reins	i the obligation (ate shall not at	oply in the case of	acceleration	under paragraphs 13	or 17.
NON-UNIFORM COV		orrower and Lend	er further co	venant and agree as f	ollows:
19. ACCELERATION; RE	MEDIES.				PRIOR TO ACCELERATION
					ISTRUMENT (BUT NOT PRIOR COTHERWISE). THE NOTICE
SHALL SPECIFY: (A) THE D	EFAULT; (B) TH	E ACTION REQUI	RED TO CUR	E THE DEFAULT; (C)	A DATE, NOT LESS THAN 30
DAYS FROM THE DATE THE	NOTICE IS GI	VEN TO BORROW	ER, BY WHIC	CH THE DEFAULT MUS	ST BE CURED; AND (D) THAT
FAILURE TO CURE THE DEF	LULT ON OR BE	EFORE THE DATE :	SPECIFIED IN	I THE NOTICE MAY HE F RY JUDICIAL PROC	ESULT IN ACCELERATION OF CEEDING AND SALE OF THE
PROPERTY. THE NOTICE SE	ALL FURTHER	INFORM BORROW	ER OF THE F	RIGHT TO REINSTATE	AFTER ACCELERATION AND
THE RIGHT TO ASSENT IN T	HE FORECLOSU	IRE PROCEEDING	THE NON-EX	CISTENCE OF A DEFAL	JLT OR ANY OTHER DEFENSE
OF BORROWER TO CCELL	RATION AND	FORECLOSURE.	IF THE DEFA	AULT IS NOT CURED	ON OR BEFORE THE DATE ULL OF ALL SUMS SECURED
BY THIS SECURITY INSTITUTE	MENT WITHOU	T FURTHER DEMA	ND AND MA	AY FORECLOSE THIS	SECURITY INSTRUMENT BY
JUDICIAL PROCEEDING LF.	VOER SHALL BE	ENTITLED TO CO	LLECT ALL E	XPENSES INCURRED	IN PURSUING THE REMEDIES
	APH 19, INCLU	IDING, BUT NOT L	IMITED TO,	REASONABLE ATTOR	NEYS' FEES AND COSTS OF
20. LENDER in POSSESS	ION Upon ac	celeration under p	aragraph 19	or abandonment of t	the Property and at any time
prior to the expiration of a	ny pariod of re	edemption follow	ing judicial:	sale, Lender (in perso	on, by agent or by judicially
appointed receiver), shall be	entitled to enti	er upon, take poss	ession of an	d manage the Propert	ty and to collect the rents of
the Property including those	the Property as	y rents collected b nr collection of re	nts.includin	a, but not limited to, i	applied first to payment of receiver's fees, premiums on
receiver's bonds and reasona	ble attorneys' f	fues, and then to t	he sums sec	ured by this Security I	Instrument.
21. RELEASE. Upon pa	yment of all :	sum: secured by	this Securit	y Instrument, Lender	shall release this Security
instrument without charge to 22. WAIVER of HOMESTE	Borrower. Bor	rrower rhail pay a	ny recordation	on costs. devenution in the Pr	onerty
23. RIDERS to this SECU	RITY INSTRUM	ENT. If one or	more riders	are executed by Borr	ower and recorded together
with this Security Instrumen	t, the covenant	s and agreemer ts	o each sucl	h rider shall be incorp	orated into and shall amend
		ents of this Secu	nty Instrume	ent as if the rider(s) v	were a part of this Security
Instrument. (Check applicabl	B DOX(es)				
<u></u>	_	٦	<sup>4</sup> /)×	[	mily Rider
Adjustable Rate Ride	ır L	Condominium	Hider	l ) 1-4 FB	mny Hider
Graduated Payment	Rider	Planned Unit D	evelupment l	Ride	
				<b>C</b> /2	
Other(s) (specify)				<b>10</b> 4.	
			erms and cov	venants contailled in t	his Security Instrument and
in any rider(s) executed by Bo	frower and rec	oraea with it.		0.	
Allen MI Glas					( ). <sub>~</sub>
Jeffrey M. ANDREW	10	(Seal)	TTCA	A. ANDREWS	(Seal)
JEBFREY M. ANDREW	5	-Borrower	DISM	A. ANDRENS	- Вопо wer
		(Seal)			(Seal)
		Вогго <del>wa</del> r			~Вопо <b>w</b> ы
	s	Space Below This Line	for Acknowledg	gement )	
State of Illinois, CO	ок		County	ss:	
			·		
					a Notary Public in and
for said county and state JEFFREY M. ANDREW	, do nereby c S AND LIS	SA A. ANDRE	ws, Hus	BAND AND WIF	₽
personally known to me	to be the sa	me Person(s) v	vhose nam	e(s) ARE	subscribed to the
foregoing instrument, app signed and delivered the	eared perore	e me this day in ient as THEI	person, ar R	io acknowledged t free and voluntary	act, for the uses and
purposes therein set forti		OH GO LEREE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<b></b> ,
			4 m		. *
Given under my hand	and official	seal, this	da	y or	
My Commission-Expires:	·····				
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Eul., ·· Nota-, .	Y !nois		,	Notary-Pub	· · · · · · · · · · · · · · · · · · ·
My Com	15, 1991	Page 4	of 4	COGENE L M Notary Plates M	
American special and a second	·······································			My (oministry Ex. 1)	1. 01 /1111015
				Zannana	•

# UNOFFICIAL COPY 3 8

# (FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 29TH day of MARCH
19 91 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed
of Trust or Security Deed (this Security Instrument") of the same date given by the undersigned (the "Bor
rower") to secure Borrower's Note (the "Note") to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF (the Lender") of the same date and covering the property described in the SeILLINOIS curity Instrument and located at:

# 621 SUFFOLK AVENUE, WESTCHESTER, ILLINOIS 60154

Property Address

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

# A. BIWEEKLY PAYMENTS

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

1. (omitted)

#### 2. INTEREST

The interest rate required by Section 2 of the Note will increase **0.25%** if the Note Holder exercises its option to terminate biweekly paymen's pursuant to Section 7(C) of the Note and this Rider.

#### 3. PAYMENTS

# (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (the "biweekly payments"), beginning on MAY 16 19 91. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NOPTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place | frequired by the Note Holder.

# (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 401.93

#### (C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account i mall naintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly paraments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

Lunderstand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

#### 4. TERM

If I make all by howeekly payments on time and pay all other amounts owed under this Note, I will repay my foan in full on AUGUST 9, 2012 , which is called the "Maturity Date of the Maturity Date of

- 5. (omitted)
- 6. (omitted)

# **UNOFFICIAL COPY**

# 7. BORROWER'S FAILURE TO PAY AS REQUIRED

# (A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any piweekly payment of the batch's side if will be a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 1.5 calendar days after the date it is due if will bay a late charge to the Note Holder. The amount of the charge will be 5.00 of involver due payment of the principal and interest. It will pay this late charge and processing charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due. I will be in default

# (C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above, and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (this is called a Conversion).

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above.
- ii) I fail to maintair, the account I am required to maintain under Section 3(C) above.
- iii) If for any reason including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive morths of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly full flates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (assuming all payments had been made on time) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates a Conversion Notice will be sent to me specifying the effective rate of the change to monthly due dates; the amounts of the new monthly payments: the new interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Naturity Date. I will pay those amounts in full on that date in accordance with Section 4 above.

# B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

- 1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:
  - (a) The word monthly is changed to biweekly in the Security Instrument wherever monthly appears
  - (b) In Uniform Covenant 2 of the Security Instrument (Funds for Taxes and Insurance ), the words cone-twelfth" are changed to cone twenty-sixth.
- 2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweek-ly Payment Rider.

Seal)

(Seat) Borrower

LISA A. ANDREWS/BIS WIFE

FOR ILLINOIS USE ONLY