91279025

(Address)

MORTGAGE

(herein "Borrower"), and the Mortgagee,

\$17.00 DEPT-01 RECORDING T#2222 TRAN 2028 06/11/91 10:35:00 #2398 # m \*-91-279025

ICO6922

THIS MORTGAGE is made this between the Mortgagor, the first the second

的禁忌 海上重相 人名英法克拉 医大手 海拔 环

dayof

. a corporation organized and

existing under the laws of

COOK COUNTY RECORDER

whose address is

(herein "Lender").

and extensions and renewals WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ which indebtedress is evidenced by Borrower's note dated thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, aue and payable on

To SECURE to Ler ier the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with intreet thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coven and agreements of Borrower herein contained. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . State of Illinois:

LOTS 1 AND 2 (EXCEPT THAT PART OF THE AFORESAID LOTS CENVEYED TO THE STATE OF ILLINOIS BY DOCUMENT NUMBER 15699133 THROUGH 15699137) ALL IN FRANK J HETZELS SUBDIVISION OF PART OF ST. CHARLES SECOND ADDITION TO PRIVISO, A SUBDIVISION THE NORTH HALF OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE ARL.
3, TC THIRD PRINCIPAL MERIDIAN.

91275025

which has the address of

LOS BURGHAMAS RAV

[City]

Illinois

therein "Property Address");

(Zip Code)

网络小花属

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS-HOME IMPROVEMENT-1/80-FRMA/FHLMC UNIFORM INSTRUMENT

**BOX 15** 

LND 35 (6/87) I

PARTIE PARTIE A BANK TO STANFOR AND THE STANFORD

(Street)

account only for those rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property. charge to Borrower. Borrower shall pay all costs of recordation, if any.

### MORTGAGES OR DEEDS OF TRUST YND ŁOKECTOSNKE NNDEK SNEEKIOK REQUEST FOR NOTICE OF DEFAULT

default under the superior encumbrance and of any sale or other foreclosure action. priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of any Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

In WITNESS WHEREOF, Bortower has executed this Mortgage.

IN & MESCHICK MICE Chick

, a Motary Public in and for said county and state, do hereby certify that

County 55:

Jo ysb

ARE

signed and delivered the said instrument as subscribed to the foregoing instrument,

free voluntary act, for the uses and purpose, therein set forth. appeared before me this day in person, and acknowledged that T heY personally known to me to be the same person(s) whose name(s)

" OFFICIAL

JUNE

Given under my hand and official seal, this

JEANETTE M HOPKINS

My Commission expires: {

STATE OF ILLINOIS,

1661'

BOILDWEL

BOILDWEI

DOOR CC

96/4/1 MY COMMISSION EXPIRES JEANETTE M. HOPKINS WOTARY PUBLIC, STATE OF ILLINOIS

(Space Below This Line Reserved For Lender and Recorder).

Uniform Covenants, borrower and Lender covenant and agree as to

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and I unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any intrices 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, a sersments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to bo rover or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 her or the Property is sold or the Property is otherwise 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 cr.di against the sums secured by this Mortgage.

3. Application of Payments. Unless applicarie law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when fuel Borrower shall pay or cause to be paid all taxes. assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any,

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

may require and in such amounts and for such periods as Lender may require

The insurance carrier providing the insurance shall be chosen by Borrov er subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terris of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender wit in 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

Contained shall bind, and the rights hereunder shall inute to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Mote, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with regard to the terms of this Mortgage or the Mortgage or make any other scommodations with the Mortgage or the Mortgage or make any other scommodations and mortgage or the Mortgage or make any other scommodations and mortgage or the Mortgage or make any other scommodations and mortgage or the Mortgage or make any other scommodations and mortgage or the Mortgage or make any other scommodations and mortgage or the Mo

12. Notice, Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail as provided berein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other a tdress as Lender may designate by notice to Borrower as provided herein. Any notice provided herein or to such other a tdress as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other a tdress as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shan be leemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Government Laws Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the area with applicable law, such conflict shall not affect other provisions of this Mortgage or the More which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Mote are declared to be severable. As used herein, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited betrein.

14. Borrower's Copy. Borrower's fall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof

15. Rehabilitation Loan Agreement, Exortower shall fulfill all of Bortower's obligations under any home rehabilitation, improvement, repair, or other loan agr-ement which Bortower enters into with Lender, at Lender's option, may require Bortower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Bortower may i.a. e against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or ransfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance suborantate to this Morrgage, (b) a transfer by devize, descent, or by operation of law upon the death of a joint tenant, or (c), he grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be s' bmitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Sorrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferce, reasonably determines that Lender's security may be impaired, or that there is an unacceptable like the do a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercise such notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand

on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as intoys:

17. Acceleration; Remedies, Except as provided in paragraph 16 hereof, upon 50'20 ver's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due Any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 bereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the cat', the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or belone the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judic all "foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and the right to foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender to acceleration and foreclosure. If the breach is not cured by this Mortgage to be immediately due and payable without further demand and may derectors this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not ilmited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and foreclosure, including, but not ilmited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and

due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Morrgage gage discontinued at any time prior to entry of a judgment enforcing this Morrgage if: (a) Borrower pays Lender all sums which would be then due under this Morrgage and the Note had no acceleration occurred; (b) Borrower cures all becaches of any other covenants or agreements of Borrower contained in this Morrgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Morrgage, and in the Property and Borrower's including, but not limited to, reasonable attorneys' lees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Morrgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Morrgage. Lender's interest in the Property and Borrower, this Morrgage and the obligations secured hereby shall remain unimpaired. Upon such payment and cure by Borrower, this Morrgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Proferty. It vided that Borrower shall, prior to acceleration indee paragraph 17 hereof or abandonment of the Property, have no right to collect and relative second due and payable.

91279025

## **UNOFFICIAL COPY**

#### **DUE-ON-TRANSFER RIDER**

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

, 19 91 , and is This Due-On-Transfer Rider is made this day of JUNE 6TH incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

(the "Lender")

of the same date (the "Note") and covering the property described in the Security Instrument and located at:

100 MANNHEIM RD, BELLWOOD, IL 60104

(Property Address)

AMENDED COVE SALT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

Uniform Covenant 16 of the Security Listrument is amended to read as follows

16. Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in for order is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity, without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which do is no relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of thre typars or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall med Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be subjutied to Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce; (2) Lender reasonal ly determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instruraciat is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender: (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate. I different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs 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 Seriality Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

IN WITNESS WHEREOF Borrower has executed this Due-On-Transfer Rider.

(Seal)

Martin P. Merchick

MARTIN P MESCHICK

LILLIAN C MESCHICK

(Seal)

# **UNOFFICIAL COPY**

Property of Cook County Clark's Office

## 10PPCALECE

THIS VARIABLE RATE RIDER is made this . 19 day of and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Variable Rate Note to (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: for a contract of the first contract of (Property Address) The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, ad-

ADDITIONAL COVENANTS.

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

justments in the loan term or adjustment to Borrower's final payment amount.

CHANGES IN PAYMENT SCHEDULE DUE TO INTEREST RATE CHANGES.

%, and also provides for changes in the interest rate The Note provides focus initial annual interest rate of and payment schedule as follow:

 $^{6}$  in excess of the highest U.S. Prime Rate published the pre-Borrower's rate will be a variable annual rate of vious business day in the Wall Street Journal under "Money Rates" (the "index rate"). If the index is no longer published, Lender will select some other interest rate index which is comparable and will notify Borrower of the change. If, during the term of the Note, the index rate decreases, the interest rate will also decrease by the same amount. If the index rate increases, the interest rate will also increase by the same amount. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to re-99 per year or less than 9.00% per year. The interest rate flect changes in the index rate. The interest rate will never be more than in effect on the date 120 days before the final paymer (is Jue will be the rate Lender charges after that date. Borrower's monthly payment will change annual's on each anniversary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large of ogh to repay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. If the Note has not been j aid in full by Borrower will pay the remaining unpaid principal and accrued interest in full on that date. Borrower will continue to make regular monthly payments until the unpaid principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedu'e. If the Note has not been paid in full by , Borrower will pay the remaining unpaid principal end; cerued interest in full on that date. Borrower's final payment will be adjusted so that the unpaid principal and interest due under the Note will be paid in full. Lender will give to Borrower a notice of any changes in the payment at least 25 day (to 1 no more than 120 days) before the date when

the change becomes effective.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum our, 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 exc. ed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unenforceable according to their term , or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument who immediately due and payable.

N WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.	91279(
Martie P. Muselick	) <b>25</b> (Scal)
Lillian C. Trescholo	Borrower  _ (Scal) Borrower
	_ (Seal)

# **UNOFFICIAL COPY**

Property of Cook County Clerk's Office