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# UNOFFICIAL COPY 53397-3

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 4, 1992

The mortgagor is  
**OMAR SHARKASI & MONA S SHARKASI,**  
**HUSBAND & WIFE** ("Borrower"). This Security Instrument is given to  
**AURORA FEDERAL SAVINGS BANK**, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
101 NORTH LAKE STREET, AURORA IL 60507

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (U.S. \$ 150,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 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 property located in

COOK County, Illinois:

LOT 26 IN LAKEVIEW SUBDIVISION. A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS FILED IN THE REGISTRAR OF TITLES OFFICE ON AUGUST 24, 1990 AS DOCUMENT NUMBER LR 3.906.723.

• DEPT-11 RECORD,T	\$35.00
• 147777 TRAN 7972 06/23/92 11:16:00	
• #0413 § 5 # - 92-454004	
• COOK COUNTY RECORDER	

PARCEL # 02-06-112-003  
which has the address of 942 LAKEWOOD DRIVE, BARRINGTON  
60010  
Illinois ("Property Address");  
[Zip Code]

[City]

ILLINOIS- Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
ITEM 1876 (8202)

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

Great Lakes Business Forms, Inc. ■  
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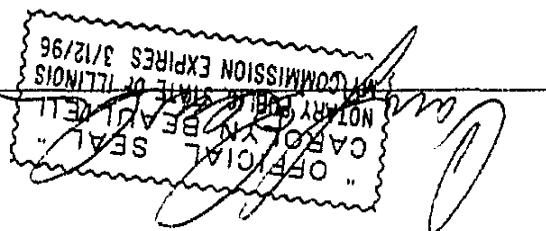
Form 301A 9/90 (Page 6 of 6 pages)

101 NORTH LAKE STREET, AURORA, IL 60507 (Address)

NICK WEBER (Name)

This instrument was prepared by

Notary Public



day of JUNE, 1992

4TH

1992

My Commission expires:

Given under my hand and official seal, this 4TH day of JUNE, 1992  
for the  
and delivered the said instrument as THEIR  
free and voluntary act, for the uses and purposes herein set  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
signed  
personally known to me to be (the same persons) whose name(s) ARE

HUSBAND & WIFE

do hereby certify that OMAR SHARKASI & MONA S SHARKASI

, a Notary Public in and for said county and state,  
County ss:

STATE OF ILLINOIS.

THE UNDERSIGNED,

MONA S SHARKASI  
Borrower  
(Seal)

Borrower  
(Seal)

OMAR SHARKASI  
Borrower  
(Seal)

Borrower  
(Seal)

Witness  
Signature (seal)

Witness  
Signature (seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Check applicable box(es) [Specify]  
 Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduate Payment Rider       Planned Unit Development Rider       Biweekly Payment Rider  
 Balloon Rider       Rail Improvement Rider       Second Home Rider

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

[Check applicable box(es)]

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

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

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

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014 9/90 (page 2 of 6 pages)

Floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

acre or more of the actions set forth above within 10 days of the giving of notice.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower shall pay all the expenses now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument.

and fixtures now or hereafter a part of the property. All replacement components and add-ons shall also be covered by this Security instrument.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the property is unencumbered, except for encumbrances of record, more than warants and will defend generally the title to the property against all claims and demands, subject to any limitation by jurisdiction to constitute a uniform covenant covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with encumbrances of record.

principal of and interest on the debt evidenced by the Note and any prepayment premium pay when due the 1. Payment of Principal and Interest; Prepayment and Late Charges. 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") for: (a) yearly taxes and assessments which may affect this Security instrument as a lien on the property; (b) yearly leasehold payments of ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These amounts are called "Escrow items". Lender may require for holding and applying the Funds, annually and/or quarterly to account, or verbally the Escrow items, unless otherwise directed by Lender, Lender shall apply the Funds to pay the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually and/or quarterly to account, or verbally the Escrow items, unless otherwise directed by Lender, Lender shall apply the Funds to pay (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Funds shall be held in an association whose deposits are insured by a federal agency, insurability, or entity estimated expenses of future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held by Lender in an association who's deposits are insured by a federal agency, insurability, or entity

this Security instrument.

If the Funds held by Lender exceed the amounts permitted by law, Lender shall account to Borrower for the difference in no more than twelve months, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any funds held by Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under the paragaph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fees and impositions, attributable to the property which may affect this Security instrument, and leasehold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragaph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragaph.

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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 law 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 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.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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Single Family - Homeowner's Unfriendly INSTRUMENT - Uniform Cover Page 9/90 page 3 of a page

16. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any give Borrower notice in the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall

and Lender or applicable law.

Lender reserves, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower available and is obtained, Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes coverage payable by Lender will accept, at the option of Lender, if a loss reserve insurance of mortgage insurance in force. Lender may no longer be required to pay the premium of Lender, if a loss reserve insurance of mortgage insurance in force. Lender may no longer be required to pay the premium of Lender, if a loss reserve insurance of mortgage insurance in force. Lender will accept, at the option of Lender, if a loss reserve insurance of mortgage insurance in force. Lender each month to one-twelfth of the yearly mortgage insurance premium paid by Borrower to Lender approved by Lender. If substantially equivalent coverage is not available, Borrower shall pay to Lender a premium equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance required to obtain coverage equivalent to the mortgage insurance previously in effect, in a cost premium required to obtain coverage equivalent to the cost to Lender to be in effect, Borrower shall pay to Lender, the mortgage insurance coverage ceases to be in effect, Borrower shall pay to Lender, the mortgage insurance coverage ceases to be in effect, if, for any reason, the mortgage instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect.

8. Mortgage Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this

deed of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of this paragraph 7 shall become additional debt of Borrower secured by this

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 in court, paying reasonable attorney's fees and entitling on the Property to make repairs. Although Lender may take action Lender's actions may include paying any sums needed by a lien which has priority over this Security instrument, appearing Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may do a proceeding in bankruptcy, probate, for condemnation or for similar or to enforce laws or regulations), then Property (such as a proceeding in bankruptcy, probate, for condemnation or for similar or to enforce laws or regulations), then contained in this Security instrument, or there is a legal proceeding in any way significantly affect Lender's rights in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

to the merger in writing.

of the lease, if Borrower acquires fee title to the Property, the lessee shall not merge unless Lender agrees Property as a principal residence. If this Security instrument is a leasehold, Borrower shall comply with all the provisions of the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the inaccuracy information or statements to Lender (or third party application information) in connection with interests. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or interests in the Property or other material impairment of the lien created by this Security instrument or Lender's security or proceeding to be dismissed within a ruling that Lender's good faith determination, precludes forfeiture of the Borrower's security interest. Borrower may take a default and remit, as provided in paragraph 18, by causing the action Lender could result if any forfeiture action or proceeding, whether civil or criminal, is begun in Lender's good faith Proceeding to the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be destroyed, damage or impair the Property. If the Property to debt beyond Borrower's control, Borrower shall not increase substantially or unless a terminating circumstance exists which are beyond Borrower's control, Borrower shall not be least one year after the date of occupancy the Property as Borrower's principal residence for at the execution of this Security instrument and shall use the Property as Borrower's principal residence within six days after Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or instrument immediately prior to the acquisition.

Instrument damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 2, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or the notice is given.

the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin when Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If restoration of repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be unless Lender may make payment of loss if not made promptly by Borrower.

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 reclaims, Borrower shall promptly give to Lender all receipts of paid premiums and renewals notices, in the event of loss. Borrower shall provide notice to the insurance carrier and

periods that Lender may choose. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

# UNOFFICIAL COPY

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(1 Year Treasury Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4<sup>TH</sup> day of JUNE, 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AURORA FEDERAL SAVINGS BANK..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

942 LAKWOOD DRIVE, BARRINGTON, IL 60010

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of ..... 19 93, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

TWO AND THREE QUARTERS

Before each Change Date, the Note Holder will calculate my new interest rate by adding ..... percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.250% or less than 5.250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.250%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office  
92434004

MONA S SHARAKSI .....  
..... Borrowser  
..... (Seal)

OMAR SHARAKSI .....  
..... Borrowser  
..... (Seal)

Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate  
Demand on Borrower.  
expirations of this period, Lender may invoke any remedies permitted by this Security instrument without further notice  
which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the  
date the notice is delivered, the notice shall be given in full, Lender shall give Borrower notice of acceleration  
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration  
of this period of not less than 30 days from the date the notice is delivered or mailed within