

# UNOFFICIAL COPY

ILLINOIS - SHEDS FAMILY-FRIENDLY MORTGAGE FORMS • 1313203-8100 • 1800162-7281  
Form 301 • Date 9/90  
DPS 1088  
Form 301 • Date 9/90

ILLINOIS • ZEP C644  
MORTGAGE 60614 (Property Address):

which has the address of 1224 WEST DRAPER, CHICAGO  
Streets, City:

14-29-315-049-0000  
which contains the following description of the property:

14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE

LOT 2 IN THE COUNTY CLERK DIVISION OF BLOCK 43 IN SHEFFIELD'S ADDITION

THE WEST 38.0 FEET OF THE EAST 262.0 FEET OF THE NORTHERN 15 FEET OF

described property located in COOK County, Illinois.

Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

protection the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this

extension and modifications of the Note; (b) the payment of all other sums, until interest, advanced under paragraph 7 to

This Security Instrument secured by Lender; (g) the repayment of the debt evidenced by the Note, with interest, and all renewals;

monthly payments, with the full debt, if not paid earlier, due and payable on JULY 10, 2014.

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for

Dollars (U.S. \$ 267,000.00).

AND 00/100

TWO HUNDRED SIXTY SEVEN THOUSAND  
(Lender). Borrower owes Lender the principal sum of

NORRIDGE, ILLINOIS 60634  
address is 4242 NORTHERN HARBOR

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose

name is LASALLE TALMAN BANK, SSB, and whose

(Borrower). This security instrument is given to

AND ANTONIA M. HARIGS, HUSBAND AND WIFE

MARK HARIGS  
THIS MORTGAGE ("Security Instrument") is given on AUGUST 3, 1992. The mortgagor is

318147-2  
*Rose*  
MORTGAGE

ATTENTION: LAURIE GRON (Space Above This Line For Recorder's Use)

CHICAGO, ILLINOIS 60629  
5501 SOUTH KEDZIE AVENUE

LASALLE TALMAN BANK FSB  
RECORD AND RETURN TO:

92599356  
1992 AUG 3 PM 3:33  
92599356

PREPARED BY: LAURIE GRON BOX 393 - 1H  
ILLINOIS 60629

92599356  
92599356  
Carter TA BQ  
Carter TA BQ

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

**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.

**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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or 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 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, 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. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**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 paragraph 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, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or 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 paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

DPR 1089  
Form 3014 9/80

Initate:

-SPL (IL) 19101

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property measured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including flood or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the security is not economically feasible or lessened, with any excess paid to Borrower. If Borrower abandons the property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to pay sums due to the property prior to the acquisition still pass to Lender to the extent of the sums secured by this Security Instrument under paragraph 2. In the event of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Borrower otherwise agrees in writing, any application of proceeds to principal residence after the date of occupancy, unless Lender or Borrower agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall use the property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall occupy it for at least one year.

6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasesholds. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal residence after the date of occupancy, unless Lender or Borrower agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall occupy it for at least one year after the execution of this Security instrument and shall occupy it for at least one year.

Property or otherwise impair the lien created by this Security instrument or Lender's security interest, Borrower may terminate or proceed, whether civil or criminal, to recover its good faith judgment could result in any forfeiture of the property, allow the property to deteriorate, or commit waste on the property. Borrower shall be in default if any termination circumstances exist which are beyond Borrower's control. Borrower shall hot destroy, damage or impair the property or otherwise impair the lien created by this Security instrument or Lender's security interest. If Borrower creates such a default and remains in default, by causing the action of proceeding to be dismissed with a nulla curia, in Lender's good faith determination, proceedings forfeit in the property or other material impairment of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Lender's security interest in the property or other material impairment of the lien created by this Security instrument or Lender's security interest.

Borrower, during the loan application process, gave notice finally liable to the property to make repairs. Although Lender may take action under this paragraph reasonable attorney fees, Lender does not have to do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform his obligations 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 foreclosure of real estate laws or regulations), then Lender may do and pay far whatever is necessary to protect the property and Lender's rights in the property. Lender's actions may include paying any sum secured by a lien which has priority over this Security instrument, preparing in court, paying attorney fees and expenses on the property to make repairs. Although Lender may take action under this paragraph reasonable attorney fees, Lender does not have to do so.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, until a cost subsistantially equivalent to the original coverage previously in effect, from the same insurance company that Lender. If Lender's coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to maintain coverage insurance to Lender. Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these premiums as a loss reserve in lieu of mortgage insurance. Loss reserve substantially equivalent to the yearly mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from the same insurance company that Lender. If Lender's coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to maintain coverage insurance to Lender. Lender will accept, use and retain these premiums as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the instrument, Borrower shall pay, the premiums required to maintain the mortgage insurance in effect, Lender to Borrower to form the Secured Instruments, Lender to Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower to form the Secured Instruments, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requiring payment.

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

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

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

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

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

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

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

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

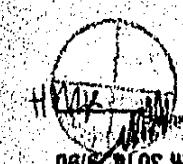
**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any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

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

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

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

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Form 3016-2/80  
DPS 1031

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.

21. Including, but not limited to, reasonable attorney's fees and costs of title evidence.

proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial

or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums

non-excessive of a default or any other deficiency of Borrower to accelerate and foreclose. If the default is not cured on

imform Borrower of the right to remain after acceleration and the right to assert in the foreclosure proceeding the

secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further

(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

(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

(b) the action required to cure the default; (a) the date applicable law provides otherwise. The notice shall specify the date

of any covenant or agreement in this Security Instrument prior to acceleration under paragraph 17 unless

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration if Borrower's breach

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

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that

protects and preserves, volatile solvents, materials containing asbestos or formaldehydes and radioactive materials. As used in

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take

of which Borrower has actual knowledge. If Borrower learns, or is informed by any government authority or regulating

governmental or regulatory agency of private party involving the Practice and any Hazardous Substance or Environmental Law

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any

residentail uses and to maintainance of the Property.

Property on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

storage that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or other

Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything reflecting the

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

information required by applicable law.

addresses of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

given written notice of the change in a loan due to a change with paragraph 14 above and applicable law. The notice will state the name and

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 one

as the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. There also may be one

Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known

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

not apply in the case of acceleration under paragraph 17.

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to repossess shall

this Security Interest continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

that the idea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by

including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure

cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument;

Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)

Security Instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower: (a) pays

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

enforcement of this Security Interest during a period as specified in the note or such other period as

permitted by this Security Instrument. If Borrower meets certain conditions, Borrower shall have the right to have

Secured instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this

If Lender receives a notice of acceleration, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument (CIVIC SEC).

Security Interest, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date

Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this

is sold or transferred (or it is beneficially interests in Borrower is sold or transferred and Borrower is not a natural person) without

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

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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))

 Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider V.A. Rider Other(s) (specify)

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

(Seal)

MARK HARGIS

Borrower

**Witness**

(Seal)

ANTONIA M. HARGIS

Borrower

**Witness**

Borrower

Borrower

Borrower

**STATE OF ILLINOIS, COOK****County of:**

I, THE UNDERSIGNED Notary Public in and for said county and state do hereby certify that  
**MARK HARGIS AND ANTONIA M. HARGIS, HUSBAND AND WIFE**  
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of August, 1992.

**My Commission Expires OFFICIAL SEAL\***

Joyce R. Taylor  
Notary Public, State of Illinois  
Cook County

My Commission Expires 1/14/95

Notary Public

DPS 1094



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## 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 biweekly payment on the date it is due, I will pay 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 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of the principal and interest. I 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 maintain 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 me or by 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 months 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 due dates.

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 date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the 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 predate 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 Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

## 8. 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 "one-twelfth" are changed to "one-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 Biweekly Payment Rider.

I, Antonia M. Hargis, do hereby accept and agree to the terms and covenants contained in this Biweekly Payment Rider.

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