# Hesidential MortgagNOFFICIAL COPY Chase Manhattan Personal Financial Services, Inc.

Chase Manhattan Personal Financial Services, Inc. Known as Chase Manhattan of Illinois



This document prepared by and should be returned to:

Chase Manhattan Personal Financial Services, Inc. 1900 Corporate Blvd., NW, Suite 110 Boca Raton, FL 33431

Title Order # SC289104

LOAN # 232-881226-8

30X 15

[Spece Above This Line For Recording Data]

# **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 3
1992 . The mortgager is WILLIAM A CRIST, III. and SHARON C CRIST, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CHASE MANHATTAN
PERSONAL FINANCIAL SERVICES, INC.
under the laws of Pelaware
105, NORTHBROOI, IL 60062
Borrower owes Lender the principal sum of TWO HUNDRED SIXTY-EIGHT THOUSAND AND NO/100
Dollars (U.S.\$ 268,000.00 ). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument (Note), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2023. 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, Pub. (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 2, TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 2, IN RESUBDIVISION OF LOTS 15 TO 30, INCLUSIVE, IN BLOCK 4 IN GEORGE F. NIXON AND COMPANY'S FIRST ADDITION TO NORTHFIELD, ALL IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7 7 7 7 7 4 7 FH 10: 50

92910916

Pin 64 24 - 401 - 6119

which has the address of 344 CHURCHILL STREET

NORTHFIELD [Cmy]

Illinois

60093 [Zip Code] ("Property Address"); P.I.N. 04-24-402-048

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

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

9291061

1. Payment of Principal and Interest; Press their (ad I) of Charges. Berrower shellor emptly pay which dud it employed of and interest on the debt evidenced by the Note and an corporate and the charges during the form.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written water by Lender, Borrower shall pay to Lender on the day

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, 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 in arance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the miximum 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.\$ 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a smount. If so, Leader 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 "quirements 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 sum acured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall a guire 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 ar plicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges one 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 taxe, possessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold 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, 3or ower 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 coir on 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.

5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the privides that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's lights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard no gage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 8.1 excepts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to remoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the surface area by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpole the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the 17 perty is sequired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the committee

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Fortower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit viaste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower's interest in the Property or other material information process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a princ

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to

the mortgage insurance previous vin e tect. If a cest su stim lady on liverent to the cost of Bornwar of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If such a field quiya ent in organ insurance coverage is not available, Borrower shall pay to Lender each month a surrequal to one two the yearly morgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 Borrowic, 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 30 rower 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 Re'eared; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Sec rity Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrover or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse the conditime for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the coiginal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prichale the exercise of any right or remedy.

12. Successors and Assigns Boun; 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 Borower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant in Jonvey 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 accor (modations 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 Sec rity instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to 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 p cessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will a 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 Porrower. 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 (hal) be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by ura class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this South 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. Borromer's Copy. Borrower shall be given one conformed copy of the Note and of the Security Instrument.

17. Transfer of the Froperty 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 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 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 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 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 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 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 property or any interest in Borrower is not a property or any interest in Borrower is not a property or any interest in Borrower is not a property or any interest in Borrower is not a property or any interest in Borrower in the property or any interest in Borrower in the property or any interest in the property or any interest in Borrower in the property or any interest in the property or any i consent, Lender may, at its option, require immediate payment in full of all sums secured by thir 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 previde 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this secu ity Instrument without further

notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the high to have enforcement of this Security Instrument discontinued at any time prior to the partier of: (a) 5 days (or such other period as a plicable law may specify for reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, c. (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreeme its, (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 Ins rument. 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, not allow anyone eise 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 fur the coven on and agree is lendows:

21. Acceleration; Remedies. Lender shart 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, Leader 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. 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)] 1-4 Family Rider Adjustable Rate Pider Condominium Rider Biweekly Payment Rider Planned Unit Development Rider Graduated Paymera Rider Second Home Rider Rate Improvement Rider Balloon 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. Witnesses: \_ (SEAL) -Borrower (SEAL) (SEAL) State of Illinois Augh Mr. Car during a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Add to sail The Wall the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and official scal, this OFFICIAL SEAL "
JULIE A. MEHL
NOTARY PURLIC, STAIL OF ILLINOIS My commission expires: MY COMMISSION EXPIRES 12/2/94

UNOFFICERATION

Loan # 232-881226-8

#### 12% LIFETIME CEILING

One Year Index - Interest Rate Cap)

THIS ADJUSTABLE RATE RIDER is made this 3RD day of DECEMBER, 1992, 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 to MANHATTAN PERSONAL FINANCIAL SERVICES, INC.

Of the same date and covering the property described in the Security Instrument and located at:

344 CHURCHILL STREET, NORTHFIELD, IL 60093

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

10 MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER.

11 MY INTEREST RATE DECREASES BY MONTHLY PAYMENTS WILL RELOWER.

IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.
THE NOTE LIMITS 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 ar initial interest rate of 5.750 percent. 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

Unless and until I have exercise's ray conversion option under Section 5 of this Note, the interest rate I will pay may change on the first day of JANUARY, 1994, 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, me adjustable 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 One 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." The Index most recently available is the index published in the standard statistical release issued by the Federal Reserve Board with the closest date prior to the 45th day pefore the Change Date.

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

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8 of 1 percentage point (0.125%). Subject to the limits stated in Section 4(D) 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) Limit on the Interest Rate Changes

On any Change Date the interest rate may not increase or decrease more than 2 per entage points from the interest rate in effect immediately prior to the Change Date.

My interest rate will never be greater than 12.000 percent.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the new amount or any monthly payment to 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 any applicable law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

#### **B. CONVERSION TO FIXED INTEREST RATE**

The Note provides Borrower an option to convert the adjustable rate loan into a fixed interest rate loan, as follows:

## 5. FIXED INTEREST RATE OPTION

#### (A) Option to Convert to a Fixed Rate

I have a "Conversion Option" which I can exercise if I satisfy the conditions described in this Section 5(A) and I am not in default. The Conversion Option is my option to convert the interest rate I am required to pay under Sections 2 and 4 of this Note from an adjustable rate to a fixed rate.

The conversion can only take place on the first day of the month in which my 12th monthly payment under this Note is due or on the first day of each month thereafter until and including the first day of the month in which my 60th monthly payment is due. The date on which my interest rate converts from an adjustable rate to a fixed rate is called the "Conversion Date."

- If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are:
- (i) I must give notice to the Note Helder at least 15 days before the Conversion Date of my intention to exercise the Conversion Option;

- (ii) I must not have been over 30 days delin uen it paying any of my sometimed monthly faym a probable were due under this Note;
- (iii) As of the Conversion Date, I am not in default under this Note or the Security Instrument (as that term is described below in section 12);
- (iv) On or before the Conversion Date, I must pay the Note Holder a conversion fee as described below in Section 5(B); and
- (v) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.
- (B) Calculation of Fixed Rate

In order to exercise the Conversion Option I will choose one of the following two methods to determine the calculation of my new, fixed interest rate:

- (i) My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30 year fixed rate mortgages covered by 60 day mandatory delivery commitments that was in effect as of the date 15 days before the Conversion Date, plus 5/8 of 1 percentage point, rounded to the nearest 1/8th of 1 percentage point. This option requires my payment of a conversion fee of 1 percent of the unpaid principal plus \$ 350.00
- (ii) My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect as of the date 15 days before the Conversion Date, plus 7/8 of 1 percentage point, rounded to the nearest 1/8th of 1 percentage point. This option requires my payment of a conversion fee of \$ 350.00

The maximum rate valer the conversion option will not exceed 19.8 percent or, if it is less, the maximum rate, if any, permitted by applicable law.

Information about the 36-year net yield is available through the Federal National Mortgage Association, 3500 Wisconsin Avenue, N.W., Washington D. 2016. If this required 30-year net yield is not available, the Note Holder will choose a new index which is based upon comparable information to determine the fixed interest rate.

(C) Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I an expected to owe at the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

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

WILLIA' A CRIST, III.	(Scal)
SHARON C CPIET	(Seal) - Borrower
	- Borrower
Clar	- (Scal) - Borrower
45	92910816