

PREPARED BY:
CATHY GANSON
CHICAGO, IL 60641

UNOFFICIAL COPY

1010467

92959467

RECORD AND RETURN TO:

LASALLE NORTHWEST NATIONAL BANK
4747 WEST IRVING PARK ROAD
CHICAGO, ILLINOIS 60641

[Space Above This Line For Recording Data]

REC'D-11

45-56

MORTGAGE

336647-2

T#808 TR#1404 12/14/92 12:00:00

94171 # 45-56-10467

COOK COUNTY RECORDS

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 14, 1992
DENNIS M. HARMS, UNMARRIED PERSON DIVORCED, NOT SINCE REMARRIED

The mortgagor is
3500

("Borrower"). This Security Instrument is given to
LASALLE NORTHWEST NATIONAL BANK

10600 TR#1404 12/14/92 12:00:00

REC'D-11 45-56-10467

COOK COUNTY RECORDS

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 4747 WEST IRVING PARK ROAD CHICAGO, ILLINOIS 60641 NINETY FIVE THOUSAND AND 00/100 Dollars (U.S. \$ 95,000.00).

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; 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 20 IN TAYLOR'S SECOND ADDITION TO BARTLETT, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 2, 1959 AS DOCUMENT 1852682.

92959467

06-35-103-017-0000

which has the address of 205 EAST TAYLOR, BARTLETT
Illinois 60103
Zip Code

Street, City,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP MORTGAGE FORMS · (312)283-8100 · (800)521-7291
MAP -6R(IL) 01011

Page 1 of 6

DPB 1038
Form 3014 9/90
Ink: OMN

35.50

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Form 301A/980
DPS 1080

Page 2 of 8

FORM-GRILL (1970)

more of the installments set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach over any other determinants of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to another agreement of the lien, in, legal proceedings which in the lender's opinion operate to prevent the by, or defends against enforcement of the lien in, legal proceedings which in the lender's opinion operate to prevent the writing to the payment of the principal promissory note held by the lien in a manner acceptable to Lender; (b) contains in good faith the lien Borrower shall promissory note held by the lender unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

To the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in Paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may affect priority over this Security Instrument, charges, fines and impositions attributable to the Property writing to the payment of the principal promissory note held by the lender unless Borrower: (a) agrees in

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. **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;

6. **Security Instrument.** 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 2, Lender shall agree to sell the Property, Lender, prior to the acquisition of 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.

Upon payment in full of all sums received by Lender by application of Paragraphs 1 and 2, Lender shall make up the deficiency in no more than three days held by Lender, if, under Paragraph 2, Lender shall agree to sell the Property, Lender, prior to the acquisition of sale

for the excess funds in accordance with the requirements of applicable law. If 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, or the funds held by Lender shall account to Borrower

for the excess funds held by Lender to be applied to the amounts permitted to be held by application of Paragraph 2.

If the funds held by Lender may exceed the amounts held by Lender, Lender shall account to Borrower

debt to the funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, in annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall do be required to pay Borrower any interest or earnings on the funds, used by Lender in connection with this loan, unless, application law provides otherwise, Lender shall account to Borrower

a charge. However, unless Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

venturing the Escrow items, unless Lender may charge Borrower interest on the funds and applicable law permits Lender to make such funds held by Lender is such charge Borrower for holding and applying the funds, usually analyzing the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the funds, usually analyzing the escrow account, or

(including Lender is such as a institution) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

The funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Borrower file its or otherwise in recordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of future

sets a lesser amount. In any time, collect and hold funds in an amount not to exceed the lesser amount,

1974 as an ended from time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds

related to, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage premiums. These items are called "Escrow items."

it any); (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground taxes on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attach priority over this Security Instrument as a lien on the Property; (h) yearly leasehold payments

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

and will defend generally the title to the Property is unencumbered, except for encumbrances of record. Borrower warrants

garnet and convey the Property and that the Property is unencumbered, except for encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TITLEHOLDER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtelements, and fixtures now or heretofore a part of the property. All replacements and additions shall also be covered by this Security

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336647-2

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 periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition 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. Borrower 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 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 waste 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest 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 Borrower, during the loan application 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 principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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 previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to 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 payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1001

Form 3014 9/90

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Form 301A 9/90
DPS 1082

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BRILL 19100

16.

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

to the severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared void or ineffective in law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect by another lender or any other provisions of this Security instrument or the Note.

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or the Note is declared

void or ineffective it shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

or any other address Borrower uses of another method. The notice shall be directed to the Property Address

in by first class mail unless applicable law requires use of another method. The notice shall be delivered to the Property Address

by the date of or prior to the execution of this Security instrument or the Note or by mailing

16. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivery mailing it or by mailing prepayment charge under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender in the amount necessary to reduce the charge Lender is entitled to collect so that the interest of other loans charges collected or to be collected in connection with the original loan does not exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is finally interpreted so that the interest of other loans charges collected or to be collected in connection with the original loan does not exceed the permitted limits.

17. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges,

make any accommodations with Lender or the terms of this Security instrument without the consent of Borrower.

Borrower's interest in the Property under the terms of this Security instrument (a) is co-signing this Security instrument only to mortgage, grant and convey this

instrument but does not execute the Note; (b) is not personally obligated to pay the sums

secured by this Security instrument shall be joint and several. Any Borrower who co-signs this Security

instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

of a mortgage held by Lender or the Note and Security instrument. The covenants and agreements of this

18. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

19. Right of remedy. Any right of remedy shall not be a waiver of or preclude the

successors in interest. Any right of remedy shall not be a waiver of or preclude the

successors: executed by Lender in exercising any right of remedy shall not be a waiver of or preclude the

successors in interest of any right of remedy shall not be a waiver of or preclude the

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

336647-2

THIS ADJUSTABLE RATE RIDER is made this 14TH day of DECEMBER , 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 LASALLE NORTHWEST NATIONAL BANK

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

205 EAST TAYLOR, BARTLETT, ILLINOIS 60103

(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 4.6250 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of JANUARY , 19 94 , and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my 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 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 that 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 TWO AND THREE FOURTHS percentage points (+ 2.7500%) 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 6.6250 % or less than 2.7500 %. Thereafter, my adjustable interest rate will never be increased or decreased in any single Change Date by more than TWO percentage point(s) (+ 2.0000 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 10.6250 %, which is called the "Maximum Rate".

(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 adjustable 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. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date." DPS 408

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER-Single Family-1 Year Treasury Index-Fannie Mae Uniform Instrument, Form 3118, 1/88

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DPS 409

Page 2 of 2

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that: (i) on the Conversion Date, I must pay the Note Holder a conversion fee of U.S. dollars (\$250.00); (ii) by a date specified by the Note Holder, I must not be in default under the Note or the Security Instrument; (iii) on the Conversion Date, I must sign and give the Note Holder any documents the Note Holder requires to affect the conversion.

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (ii) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 80-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%), plus five monthly payments until the Maturity Date.

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be fixed interest rate in perpetuity principal I am expected to owe on the Conversion Date in full on the Maturity Date would be determined to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in perpetuity equal payments. The result of this calculation will be the new amount of my monthly payment until the Maturity Date.

(C) New Payment Amount and Effective Date
I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be determined to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in perpetuity equal payments. My new rate calculated under this Section (B) will not be greater than the maximum rate stated in Section (A) above.
My new, fixed interest rate by using comparable information. My new rate calculated under this Section (B) will be determined net yield amount be determined because the applicable commitments are not available, the Note Holder will require five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%). If this five-eighths of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%), plus five monthly payments until the Maturity Date.

(B) Calculation of Fixed Rate
My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (ii) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 80-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (iii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five monthly payments until the Maturity Date.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that: (i) on the Conversion Date, I must pay the Note Holder a conversion fee of U.S. dollars (\$250.00); (ii) by a date specified by the Note Holder, I must not be in default under the Note or the Security Instrument; (iii) on the Conversion Date, I must sign and give the Note Holder any documents the Note Holder requires to affect the conversion.

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336647-2

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 boxes)

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 V.A. Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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.

Dennis M. Harms

(Seal)

Witness

DENNIS M. HARMS

Borrower

Witness

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

494765625

STATE OF ILLINOIS, COOK

County ss:

Bonnie J. Miller
I, Bonnie J. Miller,
county and state do hereby certify that
DENNIS M. HARMS, UNMARRIED PERSON

, a Notary Public in and for said

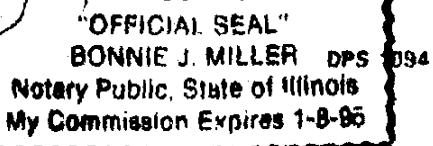
personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of

December 1992.

My Commission Expires: 1-8-95

Notary Public



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Form 3014 9/90
DPS 1983

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WILLIAMS

23. Williver of Homestead, Borrower waives all right of homestead exemption in the Property.

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

21. Incurred, but not limited to, reasonable attorney's fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph proceeded by this Security Instrument without further demand and may foreclose this Security Instrument by judicial non-judicial sale specified in the notice, Lender, at its option, may require immediate payment in full of all sums before the date specified in the notice, Lender, if the default is not cured on demand Borrower has the right to reinstate after acceleration and the right to user in the foreclosure proceeding the sum non-judicial Borrower by this Security Instrument, foreclosing by judicial proceeding the amount provided by law otherwise by acceleration and sale of the Property. The notice shall further be cured by this Security Instrument, foreclosing by judicial proceeding the amount provided by law otherwise by acceleration and sale of the Property.

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

(e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and

(f) 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; (c) cure the default;

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

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

relative to health, safety or environmental protection.

disparagement 20. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that prohibit solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and health codes, volatile substances, gasesoline, kerosene, other dangerous or toxic petroleum products, toxic substances and chemicals, volatile substances, gasesoline, kerosene, other dangerous or toxic substances by application of the following subsections, are those substances defined as toxic or hazardous substances by

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 it, if necessary is necessary, Borrower shall promptly take action to remove the Borrower has actual knowledge. If Borrower learns, or is advised by any government of regularity authority, that

removal or regularization of private party involving the Property and any Hazardous Substance of Environmental Law

borrowed or regularity agency or private party involving the Property and any Hazardous Substance of Environmental Law

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

environmental uses and to maintenance of the Property.

Property that is in violation of any Environmental Law. The proceeding may apply to the presence, use, or

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

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

information required by applicable law.

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 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, if there is a change of the Note and this Security Instrument. The new servicer will be

given written notice of the change in service with paragraph 14 above and applicable law. The notice will state the name and

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

information required by applicable law.

not apply in the case of acceleration under paragraph 17.

of investigations secured thereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall

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

that the then 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 of agreements; (e) 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 enforcing 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

anticipation of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

permitted by this Security Instrument without further notice of demand on Borrower.

Security 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 exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

of this Security Instrument.

Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or this

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 if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without

transfer of the beneficial interest in Borrower. If all or any part of the Property or any interest in it