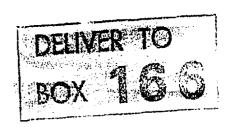
# UNOFFICIAL C

92055136



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# ADMISTABLE RATE

**MORTGAGE** 

DEPT-01 RECORDING

\$35.00

44444 TRAN 1539 01/28/92 14:38:00 \$1081 \$ D #-92-055134

COOK COUNTY RECORDER

THIS MORTGAGE ("Security Jastrument") is given on

JANUARY 22,

. The mortgagor is

ALPKED L TURNER, DIVORCED AND NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of

THE UNITED STATES OF AMERICA , and whose

4192 S. ARCHER AVE, CHICAGO, address is

ILLINOIS

("Zender"). Borrower owes Lender the principal sum of

S NO CENTS FORTY THREE THOUSAND FIVE HUNDRED DOLLARS

Dollars (U.S. \$

43,500.00

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 FEBRUARY 1, 2022 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the vote, with interest, and all renewals.

extensions and modifications of the Note; (b) the payment of all other sams, 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 County, Illinois: described property located in cook

LOT 28 AND THE NORTH 1/2 OF LOT 27 IN BLOCK 5 IN TENINGA BYOTHERS AND COMPANY'S THIRD BELLEVUE ADDITION TO ROSELAND BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CODK COUNTY, ILLINOIS

PIN# 25-16-305-022-0000

[Street, City],

which has the address of Hlinois 6 0 6 2 8 in Code

10732 S NORMAL

("Property Address");

Page 1 of 6

Form 3014 9/90 Amended 5/91

ILLINOIS-Single Family-Famile Mae/Freddle Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS (23/3)/293 #100 (800)/621 7291

**GR(IL)** (9105)

CHICAGO

Page 2 of G

Form 3014 9/90

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

this Security Instrument, Lender may give Borrower a notice identifying the fien. 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 attain priority over enforcement of the lien; or (e) secures from the holder of the lien an agreement satisfactory to Lender subordinating the tien to 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 obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien Borrower shall promptly discharge any fien which has priority over this Security Instrument unless Borrower; (a) agrees in

H Bortower 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 alt notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions auriturade to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument.

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 Funds held by Lender. If, under paragraph 21, Lender shall acquire or self the Property, tender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion. shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Eserow Items when due, Lender may so notify Porrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable form If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to pe paid by applicable law, Lender shall account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing cre lits 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 not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, uniess applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Eserow items, unless Lender pays Borrower interest on the Punds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrow, r for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an Estruction) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an inclination whose deposits are insured by a federal agency, instrumentality, or entity

Eserow Items or otherwise in accort suce with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of futures sets a lesser amount. If so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time, to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funday related mortgage four may requive for Borrower's escrow account under the federal Real Estate Settlement Procedures Act pt Lender may, 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 insurance premiums. These items are called "Escrow Items 🖒 if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security instrument as a ften on the Property; (b) yearly learchold 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 principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

t. 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 against all claims and demands, subject to any encumbrances of record. grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

BORROWER COVENAUTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, "represent All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacement and additions shall also be covered by this Security the propertyl and all easements, appurtenances, and TOGETHER WITH all the improvements now or an

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Form 3014 9/90 Lpis paramon was bucharot ph. 3000 M 02LH 2L EVERGREEN PARK, RIETTY BOTCKN 11/5/65 IFFINOIS My Commission Expires: Given under my hand and official seal, this 🚁 \lambda — sa momunismi bias oth borovilob bna bongis free and voluntary act, for the uses and purposes therein set forth. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that DIVORCED AND NOT SINCE REMARRIED ALERED L TURNER, puj County ss: Payoned (Juag) тэмотгой (Seal) LURNER тэмотгой (las2). in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

[Vitooqs] (s)tothO [

V.A. Rider Rate Improvement Rider Second Home Rider Planned Unit Development Rider

Pallaton Rider Ciraduated Payment Rider Condominium Rider

Biweekly Payment Rider |X | Adjastable Rate Rider 1-4 Family Rider iCheek applicable box(es);

the coveriants and agreen ont this Security Instrument as if the rider(s) were a part of this Security Instrument.

Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement

24. Riders to Jo's Security Instrument. If one or more riders are executed by Borrower and recorded together with this

, a Notary Public in and for said county and state do hereby certify Borrower (pog)

personally known to me to be the same person(s) whose name(s)

5. Hazard or Property Insurance, Borrower shall keep proves, me now existing or hereafter crected 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 inswer 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 for ower 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 agree 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 crusing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Bozrower'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 covariants 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), ben 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

Form 3014 9/90

Form 3014 9/90

 $\Sigma_{2}.$  Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

without charge to Horrower. Borrower shall pay any recordation costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

21, including, but not limited to, reasonable attorneys' fees and costs of (itle 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-existence of a default or any other defense of Borrower to acceleration and forcelosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further smus add to nother about the definition of the date specified in the notice may result in acceleration of the smus (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be curred; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required in cure the default; of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach NON-UMFORM 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 nesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, 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 52 m. Las toxic or hazardous substances by

and hereessary 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 notifie (b) any governmental or regulatory authority, that governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law

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

residential uses and to maintenance of the Property.

storage on the Property of small quantities of Hazardous Suevarees that are generally recognized to be appropriate to normal Property that is in violation of any Environmental Law. The preceding two sentences shall not 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

20. Hazardous Substances, Borrower shall for cause or permit the presence, use, disposal, storage, or release of any

ewist oldsoilyge yd bariupar noitsimolui

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

given written notice of the change in accousting with paragraph 14 above and applicable law. The notice will state the name and or more changes of the Loan Servicer correct to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be as the "Loan Servicer") that collects, couldy payments due under the Note and this Security Instrument. There also may be one Instrument) may be sold one or difficult into the control of opinion prior notice to Borrower. A sale may result in a charge 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 .X1 dquaguang robun noim olocola to osno oth ni ylqqu ton

obligations secured her or shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall this Security Institution shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of the Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by including, but not limited to, reasonable attorneys' feest and (d) takes such action as Lender may reasonably require to assure cures any default of any other covernants 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 enforcing this Security Instrument. Those conditions are that Borrower: (a) pays applicable haw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Burrower's Right to Reinstate, If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security Instrument without further notice or 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 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 modive for it a beneficial interest in Borrower is sold or transferred and Borrower is not a matural person) without 17. Transfer of the Property or a Beneficial Interest in Borrower, It all or any part of the Property or any interest in it

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. Now balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower, and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secure. By this Security Instrument whether or not the sums are then due.

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

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

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or efus. 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 Liabilit; 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 one personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower way 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 sees 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 limit's vill be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or ty making a Greet 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 faw and the faw 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.

UNOFFICIAL COP MARIAN NO. 0020

### ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

22ND day of JANUARY THIS ADJUSTABLE RATE RIDER is made this 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

Rule Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS Rate Note (the "Note") to

(the "Lender") of the same date and covering the property described

in the Security Instrument and located at:

10732 S NORMAL

CHECAGO

IL

60628

[Property Address]

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

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

A. INTEREST RAT'. AND MONTHLY PAYMENT CHANGES The Note provides for an axional interest rate of  $\frac{8 \cdot 250}{}$  %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may day ge on the first day of FEBRUARY 1, <sup>97</sup>, and on that day , 19 every 12th month thereafter. Each date or, which my interest rate could change is called a "Change Date."

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

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate as new interest rate by adding  $\frac{TWO}{AND}$  ONE HALF percentage points ( $\frac{2 \cdot 50}{}$  %) to the Car ent 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 ... til the next Change Date.

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

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

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The interest rate I am required to pay at the first Change Date will not be greater than  $\frac{10.250}{0.250}$  % or less than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest 1 have been paying for the preceding (welve months. My interest rate will never be greater than 14.250 %, NOR LESS THAN 8.25% %. interest rate will never be greater than

### (E) Effective Date of Changes

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

### (F) Notice of Changes

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

#### B, TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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

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

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums within which Borrower nust pay all sums secured by this Security Instrument fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without

further notice or demand on Borrower,