

UNOFFICIAL COPY

Box 77

CHEMICAL BANK, N. A. C/O CFC
377 EAST BUTTERFIELD RD., #175
ELGIN, ILLINOIS 60148

1992 MAR - 3 PM 2:47

92134181

92134181

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 21st 1992**

The mortgagor is **PATRICK THOMAS KENNEDY AND KATHRYN JANE KENNEDY HIS WIFE**

(“Borrower”). This Security Instrument is given to

CHEMICAL BANK, N. A.

which is organized and existing under the laws of **NEW YORK**, and whose address is

C/O CHEMICAL MORTGAGE COMPANY, P.O. BOX 16680, COLUMBUS, OH 43216

(“Lender”). Borrower owes Lender the principal sum of

FOUR HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 400000.00). 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

MARCH 1 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

County, Illinois:

COOK

THE SOUTH 98 FEET OF BLOCK 12 IN AVOCAS ADDITION TO MENILWORTH IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX #05-29-314-006

SEARCHED INDEXED SERIALIZED FILED

which has the address of **939 ROMONA ROAD**
[Street]

WILMETTE

[City]

Illinois **60091** [Zip Code] (“Property Address”);

ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1078 .90-2

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

Great Lakes Business Forms, Inc. ■
To Order Call 1-800-530-9392 ■ FAX 616-791-1131

UNOFFICIAL COPY

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against losses 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

Borrower shall promptly disclose 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) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the use of, or damage the property of the Lender; or (c) fails to pay the amount due under the Note.

4. Charges: Lessor, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may from time to time prevail over this Security Instrument, and each hold payments of ground rents, if any. Borrower shall pay the obligations in the manner provided in Paragraph 2, or if not paid in this manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes the payments directly, Borrower shall promptly furnish to Lender receipts evidencing

3. Application of Terms

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, 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.

If the Funds held by Leander exceed the amounts permitted under the applicable law, Leander shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Leander is not sufficient to pay the Escrow items when due, Leander may so notify Borrower in writing, and, in such case Borrower shall pay to Leander the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Leander's sole discretion.

7. Funds for taxes and insurance, subject to applicable law or to a written waiver by Lender, Borrower shall pay in monthly payments due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly leasehold taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold premiums or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxation items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender may require 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 otherwise provided in the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future taxes and insurance items or otherwise in accordance with applicable law.

1. Payment of Principal and Interest: Prepayment and late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any mortgage, grain and convey the Property and that the Property is unencumbered, except for encumbrances of record.

TOO MUCH WITH ALL the improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security instrument.

UNOFFICIAL COPY

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 foreclosure 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 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

UNOFFICIAL COPY

18. Borrower's Right to Remise. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without notice or demand of Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this note within the period specified in the notice.

12. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in this Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of

16. Borrower's copy. Borrower shall be given one copy of the Note and of his Security instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by and the law of the State of California without the conflict of laws provision. To this end the provisions of this Security Instrument and the Note are

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery during it or by mailing it by first class mail unless otherwise specified in this instrument. The notice shall be directed to the address of Borrower provided for in this instrument to have been given to Borrower or Lender who was given as provided in this instrument.

13. **Loan Charges.** If the loan is repaid by this Society in part or in full before the date fixed for payment, the amount so paid shall be deducted from the principal sum due at the time of repayment.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Designers. The co-venturists and agreements of this Secundum instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 12. Borrower's executors and administrators shall be joint and several. Any Borrower who so-signs this Secundum instrument shall be liable to the other Secundum instrument holders for his/her proportionate share of the obligations under this Note. It is co-signed by his Secundum instrument only to acknowledge, grant and convey that he has authority to do so. This Note is not negotiable.

11. Borrower's Right to Release; Lender's Right to Retain or to Release; Lender's Right to Recover Expenses of the Lender in exercising any right or remedy.

Thus, accuracy of our results is limited by the quality of the input data.

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 [5] 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

condemnation of other banking of any part of the property, or for services rendered in lieu of condemnation, are hereby assessed and

UNOFFICIAL COPY

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

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

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

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

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

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

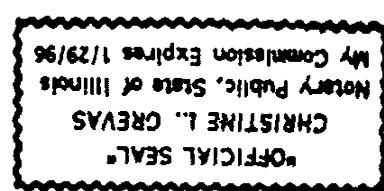
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default;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

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

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

UNOFFICIAL COPY

Form 301A 9-90 (page 6 of 7 pages)



377 EAST BUTTERFIELD RD., #175, LOMBARD, ILLINOIS 60148
Address:

Champlain, N.A.
Name:

This instrument was prepared by
Suzanne Public

Date:

1/29/96

My Commission Expires:

1/29/96

Notary Public, State of Illinois

1/29/96

Commissioner of Revenue

1/29/96

State of Illinois

1/29/96

Office:

1/29/96

County:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

1/29/96

Marital Status:

1/29/96

Spouse's Name:

1/29/96

Social Security Number:

1/29/96

State:

1/29/96

Country:

1/29/96

City:

1/29/96

State:

1/29/96

Zip:

1/29/96

Phone:

1/29/96

Fax:

1/29/96

E-mail:

1/29/96

SSN:

1/29/96

DOB:

1/29/96

Gender:

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER (3 Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

JUMBO and SUPER JUMBO
LOANS

—THIS ADJUSTABLE RATE RIDER is made this 21st day of FEBRUARY , 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:

CHEMICAL BANK, N. A.
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

939 ROMONA ROAD WILMETTE, IL 60091

Project No. 1000

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 RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of

7.375%¹The Note provides for changes in

the adjustable interest rate and the monthly payments, as follows:

B. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of MARCH 1st , 19 95 , and on that day every 36th 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 3 years, 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 my new interest rate by adding

TWO AND THREE QUARTER percentage point(s) (2.75%) to the Current Index. The Note

Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.375% or less than 5.375%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO

percentage point(s) (2.00%) from the rate of interest I have been paying (or the preceding 36 months). My interest rate will never be greater than 13.375%, 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:

C. 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.

19213126

UNOFFICIAL COPY

Form 311B/790
(Page 2 of 2 pages)

• 189 • 54-212

Seal

POWER
(Sea)

KATHRYN JANE KENNEDY
150-147-111-111-111
150-147-111-111-111

PATRICK THOMAS KENNEDY
1212 1/2 W. 12th Street
New York City
(Seal)

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

Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property or any interest in it is transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without lender's prior written consent. However, this option shall not be exercised by lender if exercise is prohibited by law or the date of this Security Instrument.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Coverage I of the Security Instrument C in Section C above shall then become in effect, and the provisions of Uniform Coverage I of the Security Instrument C shall instead be in effect, as follows:

If I under exercise the option to require immediate payment in full, Lender shall give Borrower notice of acceleration of exercises the option to require immediate payment in full. Lender shall invoke any remedies permitted by this Section, including termination without further notice or demand at any time during the period in which Borrower must pay all sums accrued by this Securitization instrument. If payment fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Section.

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 also may require the transferee to assume a reasonable fee as a condition to Lender's consent to the loan assumption. Borrower will continue to be obligated under this Note and agrees to keep all the promises and agreements made in the Note and in this Note Secured by the Mortgaged Property until the Note is accepted by Lender or until the Note is paid in full.

sol'd or transferred (or in a beneficial interest) in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lenders 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 or the date of this Security Instrument. Lender also shall not exercise this option if exercise is prohibited by the terms of the transfer agreement.

Rider. Lumberman Co. and 17 of the 32 current instruments is amended to read as follows:

THE USE OF THE WORDS 'INTEREST' OR 'INVESTMENT' IN BONNOMA'S

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 am expected to owe on the Conversion Date in full on the monthly payment 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 until the Maturity Date.

(C) New Payment Amount and Effective Date

Hölder requirements to effect the convergence.

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 want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder; I must sign and give the Note Holder any documents the Note Holder may require. If I fail to do so, the Note Holder can convert the Note at \$ 250,000.

The conversion can only take place on the basis of second change date. Each change date on which my interest is still on one of these two conversion dates.