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WHEN RECORDED MAIL TO

TCF MORTGAGE CORPORATIO

801 MARQUETTE AVENUE MINNEAPOLIS, MN 55402 LOAN NUMBER: 591852647

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

FEBRUARY 27TH , 1992

The mortgagor is A MANGE A. HASENWINKEL AND SUSAN R. HASENWINKEL, RUSBAND AND WIFE

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

TOF MORTGAGE CORPORATION

which is organized and existing under the laws of

MINNESOTA

, and whose address is

801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402

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

ONE HUNDRED TWELVE THOUSAND FILE PUNDRED AND NO/100

). This deal is evidenced by Borrower's note dated the same date as this Security Dollars (U.S. \$ 112,500.00 Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Insurancht secures to Lender: (a) the repayment of the debt evidenced MARCH 1ST, 2022 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 Borrowet's covenants and agreements under this Security Instrument and the Wie For this purpose, Borrower does hereby mongage,

grant and convey to Lender the following described property located in

County, Illinois:

LOTS 28 AND 29 IN BLOCK 2 IN GROSSDALE, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRT PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15.34-465-019

which has the address of 3539 PRAIRIE AVENUE

Illinois

60513

("Property Address");

[Zip Code]

Form 3014-9/90 (page 1 of 6 pages) Great Labes Business Lorms Inc. To Glost Cell. 1-800-53G-F393. | 3 FAX: 616-791-1131

BROOKFIELD

ILLINOIS -- Single Family -- Fannie Mae/Freddle Mac UNIFORM INSTRUMENT MFIL3112-04/91

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

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

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

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assesments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; 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 "Escrawitems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of orare Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection vian his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in viriting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accourting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums

secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale is a credit against the sums

secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to an early any payable under

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

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 Londer requires insurance. This insurance shall be maintained in the amounts and ITEM 187812 (9103)

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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 Londer requires, Borrower shall promptly give to Londer 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 absadons 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 Leager and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due state of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 (b) 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

Insurment immediately proc to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occopy, 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 a cupancy, unless Lender otherwise agrees in writing, which consent shall not be aureasonably 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 began that in Lender's good faith judgment could result in forfeiture of the Property or our rwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a describe and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leader's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, ouring 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 least acid, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasened 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 Horrower 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 forteitine in 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 the wer secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts should 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 Londer, 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.
- Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 9. Inspection. give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation. ITEM 1870L3 (0103)

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Corm 3014 9/90 (page 4 of 6 pages)

enforcement of this Security Instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as 18, Horrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

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

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of

the date of this Security Instrument.

this Security Instrument, However, this option shall not be exercised by Leader if exercise is prohibited by lederal law as of without Leader's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of die Property or any interest 16. Borrower's Copy.—Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which jurisdiction in which the Property is located. In the event that any provision or clause of this Security restripment or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

m this baraktable

provided for in this Security Instrument shall be deemed to have been given to Borrower or coract when given us provided first class mail to Lender's address stated berein or any other address Lender designates by colice to Borrower. Any notice Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mading a by tiest class mad unless applicable law requires use of another method. The notice shall be directed to the 14. Noticea. Any notice to Borrower provided for in this Security Instructor, shall be given by delivering it or by

prapayinent charge under the Mote.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making the charge to the permitted limit; and (b) any sums already collected from Johnwer which exceeded permitted limits will be with the foan exceed the permitted limits, then; (a) any such loan entire, aball be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or et. ? Ioan charges collected or to be collected in connection

13. Louin Churges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

Воггомег'я солясий

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

not be a waiver of or preclude the exacts of any right or remedy. original Borrower or Borrower's successors in interest. Any forbennance by Lender in exercising any right or remedy shall otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or of Borrower shall not exceeds to release the liability of the original Borrower or Borrower's successors in interest. Lender modification of amor training of the sums secured by this Security Instrument granted by Lender to any successor in interest

11, Horrowee Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postpone the due that of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

Unless Londo and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or soms secured by this Security Instrument, whether or not then due.

Cender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to die an award or settle a claur. For damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Property is abandoned by Borrower, or if, after nouce by Leader to Borrower that the condemnor offers to make

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

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 27th 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 TCF Mortgage Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

> 3539 PRAIRTE AVENUE, BROOKFIELD, IL 60513 [Property Address]

THE MOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUN'T 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 PATE.

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

ADJUSTABLE RATE AND MOUTHLY PAYMENT CHANGES Α.

The Note provides for an initial interest rate of 7.6250 %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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, 19 95, 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 addustable 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

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-quarters percentage points (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

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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 the Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.6250 % or less than 5.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two nercentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.500 %, which is called the "Maximum Pate" 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 amovn: 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.

FIXED INTEREST RATE OPTION в.

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

FIXED INTEREST RATE CONVERSION OPTION

- 5.
 - (A) Option to Convert to a Fixed Race

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 the first day of any month starting 24 months before the Change Date shown in Section 4(A) above. I may not convert after that Change Date. Each date on which my interest rate can convert from an adjustible rate to a fixed rate is called the "Conversion Date." If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so no later than the first (i) I must give the business day of the second calendar month preceding the Conversion Date; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) not more than one monthly payment during the 12-month period preceding the Conversion Date was delinquent by 30 days or more; (iv) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to $0.5.\ \$250.00$; and (v) by the date specified by the Note Holder, I must sign and give the Note Holder any documents the Note Holder requires to effect the I must pay the fee under (iv) and give the Note conversion. Holder the documents under (v) by the 15th day of the same month under (i) (or, if the 15th day is not a business day for the Note Holder, the last business day before the 15th).

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(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 (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths percent (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) 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 percent (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my new interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the maximum rate stated in Section 4(D) Love.

(C) New Payment Amount and Effective Date '

If I capose 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 maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the maturity date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

 Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is described 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 increest in Borrower is sold or transferred and Borrower is not i 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 also may 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.

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

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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.

If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument described in C 1 above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described 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, coquire immediate payment in full of all sums secured by this liquity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If he der 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.

			cepts and agrees	to the	terms	and	covenants
contained	in this	Adjustable	Kate Rider.		//	/	
			Mah O. s	Jan	42/	/	(Seal)
			MARK A. MASENWIN	SKIEF.	5/		Borrower
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Form 3014 9/90 (page 5 of 6 pages)

23. Walver of Homestead. Borrower maives all right of homestead exemption in the Property. instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Robense. Opon payment of all sums secured by this Security Instrument, Lender shall release this Security

costs of title evidence. pursuing the remedies provided in this paragraph 21, including, but not limited to, teasonable attorneys, fres and foreclose this Security Instrument by Judichil proceeding, Lender shall be entitled to collect all expenses incurred in immediate payment in full of all secured by this Security Instrument without further demand and emay foreclosure, if the default is not cured on or before the date specified in the (an ee, Lender at its option may require foreclosure proceeding the non-existence of a default or any other delinic of Borrower to acceleration and notice aball further inform Borrower of the right to reinstate after precienation and the right to assert in the of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The eured; and (d) that failure to cure the default on or belove the diffe specified in the notice may result in acceleration definall; (c) n date, not less than 30 days from the date the notes is given to Borrower, by which the default must be uniess applicable has provides otherwise). The notice shan specify; (a) the default; (b) the action required to cure the Venet in the covering of agreement in this Security lestry ment (but not prior to acceleration and principle).

21, Acceleration; Remedies, Lender shaft give notice to Borrower prior to acceleration following Borrower's

used in this paragraph 20, "Environmental Law" (acous federal laws and taws of the jurisdiction where the Property is located that relate to health, safety or environmental processes further coverant and agree as follows:

NON-UNIFORM COVENANTS, Borrower and Leveler further coverant and agree as follows: pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As Environmental Law and the following sob lances: gasoline, kerosene, other flammable or toxic petrolesm products, toxic

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

shall promptly take all necessary remeal d actions in accordance with Environmental Law.

authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental

Bortower shall promply give Lender written notice of any investigation, claim, demand, lawsur or other action by any

normal residential use; and to maintenance of the Property.

to suringe on the Perpension of the standors of Haxardous Substances that are generally recognised on on appropriate to Property that is in Archation 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. Have evous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any

will also contain any other information required by applicable law.

will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice 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, (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity

19. Sale of Note; Change of Loun Servicer. The Note or a partial interest in the Note (together with this Security However, this right to reinstate shall not apply in the case of acceleration under paragraph 13.

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

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this Security Instrument, the covenants and agreeme	e or more riders are executed by Borrower and recorded together with ents of each such rider shall be incorporated into and shall amend and a Security Instrument as if the rider(s) were a part of this Security
X Adjustable Rate Rider	Condominium Rider 1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Rider Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider Second Home Rider
Other(s) (specify)	
BY SIGNING RELOW, Borrower accepts and a Security Instrument and in any rider(s) executed by I	igrees to the terms and covenants contained in pages 1 through 6 of this.
Witness:	Witness:
Williess.	witness:
MARK A. HASENWINKEL Social Security Number 353-66-3561	(Scal) 2450 P WAR WILL (Scal) Borrower Social Security Number 549-70-2000
Social Security Number	(Seal) Social Security Number
STATE OF ILLINOIS. Cork	County ss: a Notary Public in and for said county and state,
·	AND SUSAN R. HASENWICKEL, PUSHAND AND WIFE known to me to be the same person Cawhose name(s) are
subscribed to the foregoing instrument, appeared before	1.0
and delivered the said instrument as their	free and voluntary act, for the uses and purposes therem set
forth.	Co
Given under my hand and official seal, this	27TR day of FEBEUARY , 1997
My Commission expires:	Mily Ghit
This instrument was prepared by	Notary Public
TCF MORTGAGE CORPORATION,	"OFFICIAL SEAL" MICHAEL E. WEBSTER
(Name) 801 MARQUETTE AVENUE, MINNEAPOLIS, (Address)	Motery Public, State of Illinois MN 55462 MN 55462