

UNOFFICIAL COPY

5 1 2 2 5 3 3 3 1

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 action in accordance with Environmental Law.

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

NON-UNIFORM COVENANTS. Borrower and Lender 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.

RECEIVED
IN THE
CLERK'S OFFICE
OF THE
CITY OF NEW YORK

UNOFFICIAL COPY

Form 1014 9/99 (page 2 of 9 pages)

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the one or more of the actions set forth above within 10 days of the filing of notice.

over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take this Security instrument, if Lender determines that any part of the Property is subject to a lien which may affect the entire property instrument 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 the lien in, legal proceedings which in the opinion of Lender is appropriate to prevent the lien by, or defends against enforcement of the lien in, legal proceedings to Lender's satisfaction, in good faith in writing to the Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees to the payments.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions assessable to the property which may attach prior to principal due; and last, to any late charges due under the note. 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 to Lender recipts evidencing the sums paid under this paragraph.

5. Application of Payments. Unless applicable law provides otherwise, all payments payable under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2, third, to interest due; fourth, to any late charges due under the note.

6. Secured by this Security instrument. Funds held by Lender at the time of acquisition or sale as a credit against the sums

value of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums received by this Security instrument. Lender shall promptly refund to Borrower any

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender prior to the acquisition or upon payment in full of all sums received by this Security instrument. Lender shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency at any time it is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in

Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to this Security instrument.

purpose for which each debt to the Funds was made. The Funds are pledged as additional security for all sums secured by such gift given to Borrower, without charge, an annual account of the Funds, showing credits and debits, to the Funds and the amounts on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender

agreement is made of applicable law requires, to be paid, Lender shall not be required to pay Borrower any interest or taxable tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Lender

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real account, or certifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits the Escrow items. Lender may not charge Borrower for holding and applying the Funds, usually applying the Funds to pay the Escrow items. Lender is such as situation of in any Federal Home Loan Bank. Lender shall apply the Funds to pay (including Lender, if Lender is entitled to do so) the amount of the funds or instruments held by a federal agency, instrumentality, or entity

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

as defined in applicable law.

exceeds the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable expenses that applies to the Funds. If so, Lender may, at any time, in an amount not to

law that applies as of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless sooner

earlier Settlement Periods for a Federally related mortgage loan may require for Borrower's escrow account under the federal Real Settlement Periods for a Federally related mortgage loan may require for Borrower's escrow account under the maximum items are called "Escrow items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum premiums. These

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any; and (e) any sums payable by Borrower to insure the property, if any; (f) yearly mortgage insurance premiums, if any; and (g) any sums payable by Borrower to

pay me the sum of ground rents on the property, if any; (h) yearly hazard or property insurance premiums; (i) yearly flood taxes and assessments which may affect this Security instrument as a lien on the Property; (j) yearly leasedold taxes and assessments which are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly

Lender on the day monthly payments are due under the Note, up to a written waiver by Lender, Borrower shall pay to

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.

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

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

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower is granted and conveys the Property is unencumbered, except for encumbrances of record, mortgagee, grant and convey the Property is unencumbered, except for encumbrances of record, to any instrument. All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,

and fixtures now or hereafter erected on the property. All replacements and additions shall also be covered by this Security

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

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

UNOFFICIAL COPY

2 2 6 3 3 3 1

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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 BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Kevin S. Ingram

(Seal)
Borrower

Social Security Number 356-42-8017

Ann M. Ingram

(Seal)
Borrower

Social Security Number 350-50-2828

STATE OF ILLINOIS.

County ss:

I, THE UNDERSIGNED,

, a Notary Public in and for said county and state.

do hereby certify that KEVIN S INGRAM & ANN M INGRAM
HUSBAND & WIFE

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

Given under my hand and official seal, this 15TH day of APRIL, 1992

My Commission expires:

Notary Public

This instrument was prepared by

NICK WEBER

(Name)

101 NORTH LAKE STREET, AURORA, IL 60507

(Address)

"OFFICIAL SEAL"

V. ABBEY

Notary Public, State of Illinois
My Commission Expires 6/25/95

UNOFFICIAL COPY

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

ILLINOIS Single Family - Farm Note/Pledge Note INSTRUMENT

IL 95-1912
Form 3014 9/90 (page 1 of 6 pages)

92268331

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
LOT 72 IN OAK KNOLL FARMS UNIT II, BEING A SUBDIVISION OF PART OF THE THIRD
EAST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COUNTY, ILLINOIS:
COOK
BORROWER'S CONVENTIONS 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
SUMS, WITH INTEREST, AND ALL REVENUES, EXCISE TAXES AND MODIFICATIONS OF THE NOTE; (b) THE PAYMENT OF ALL OTHER
EXPENSES, WHETHER INCURRED OR ADVANCED UNDER PARAGRAPH 7 TO PROJECT USE OF THIS SECURITY INSTRUMENT; AND (c) THE PERFORMANCE OF ALL OTHER
OBLIGATIONS CONTAINED IN THE NOTE, WITH INTEREST, AND ALL REVENUES, EXCISE TAXES AND MODIFICATIONS OF THE NOTE; (a) THE REPAYMENT OF THE DEBT
INSTRUMENT ("NOTE"), WHICH PROVIDES FOR MONTHLY PAYMENTS, WITH THE FULL DEBT, IF NOT PAID EARLIER, DUE AND PAYABLE ON
MAY 1, 2022.
THIS SECURITY INSTRUMENT SECURES TO LENDER, (a) THE REPAYMENT OF THE DEBT
INSTRUMENT ("NOTE"), WHICH IS EVIDENCED BY BORROWER'S NOTE DATED THE SAME DATE AS THIS SECURITY
DOLLARS (\$ U.S. \$ 103,600.00).
ONE HUNDRED THREE THOUSAND SIX HUNDRED AND NO/100
("LENDER"). BORROWER OWES LENDER THE PRINCIPAL SUM OF
101 NORTH LAKE STREET, AURORA IL 60507
WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS
AURORA FEDERAL SAVINGS BANK
HUSBAND & WIFE
KEVIN S INGRAM & ANN M INGRAM.
THE MORTGAGEE ("SECURITY INSTRUMENT") IS GIVEN ON APRIL 15, 1992
THIS MORTGAGE ("SECURITY INSTRUMENT") IS GIVEN ON APRIL 15, 1992
MORTGAGE
[Space Above This Line For Recording Data]

92268331

92268331

2853190-2

226331

78380

73601392

UNOFFICIAL COPY

Lender's Name _____ Date _____
Boorrower's Name _____ Date _____

Safar: _____ Bank: _____ Address: _____ TEL: _____ Mailing Address: _____ TEL: _____

10. (Undemanded). The proceeds of any award or sum of claim for damages, direct or consequential in connection with any
give the Borrower notice at the time of or prior to an inspection specially if necessary cause for the inspection.

9. Inspection. Lender or his agent may make reasonable entries upon and inspections of the Property. Lender shall

and Lender of applicable law.
Lender may make reasonable entries and inspect the property with any written agreement between Borrower
law, excepted until the negotiation for mortgage insurance ends in accordance with any written agreement between Borrower
as stipulated and is otherwise Borrower shall pay the premiums required to maintain insurance in effect, or to provide a
convenience in the amount and for the period that Lender requires, provided by an insurer approved by Lender, if mortgage insurance
of insurance coverage is no longer required, as the option of Lender, it will give notice in writing to the
insuranceman to vacate. Lender will accept and retain those payments as a loss to him in view of the
insuranceman's coverage except to the extent Lender is entitled to receive premium benefits paid by Borrower which pay to
Lender each month a sum equal to one-twelfth of the yearly insurance coverage is not available, Borrower shall pay to
insurer approved by Lender if the availability of insurance coverage is not available, Borrower shall pay to
sub-tentatively agreed to the cost to obtain coverage insurance previously in effect, from an ultimate mortgage
premium required to obtain coverage subsequently chosen to be in effect, Borrower shall pay the
second, the mortgage insurance coverage required by Lender ceases to be in effect, Borrower shall pay the
reason, the insurance premium required to obtain coverage subsequently chosen to be in effect, Borrower shall pay this
Secondly Lender shall pay the premium of making the loan secured by this
8. Mortgage Insurance. If Lender requires insurance as a condition of making the loan secured by this
date of application at the note rate and shall be payable with interest, upon notice from Lender to Borrower requesting
Securing instrument. Unless Borrower and Lender agree to other terms of payment, the last due date of Borrower secured by this
Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this
under this paragraph, Lender does not have to do so.

in court, paying reasonable attorney fees and costs of the property to make ready although Lender may take action
Lender actions may include paying any sums accrued by a lessor which has priority over this security instrument, applying
Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.
Property such as a proceeding in bankruptcy, probate, for control, removal of, or failure of laws or regulations, then
contained in this Security instrument or there is a legal proceeding that may affect Lender's rights in the
7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements
to the mortgage in writing.

of the lease. If Borrower acquires fee title to the Property, the lessee and the lessor shall not interfere unless Lender agrees
Property as a principal residence. If this Security instrument is a lessee, Borrower shall comply with all the provisions
the loan evidence by Lender, including the loan application process, gave immediately notice of the
inadequate information of witnesses to Lender to provide Lender with any necessary information in connection with
interior. Borrower shall also be in default if Borrower, during the loan application process, gave immediate notice of
interior in the Property or other material information to Lender that would affect Lender's security interest in the
Lender's security interest. Borrower may cure such default and the lessor shall by curing the
could result in forfeiture of the Property or otherwise materially impair the lessor's right to this Security instrument or
be in default if any, otherwise than of repossessing, a holder of title or creditor, is begun in Lender's good faith judgment
damages or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall not
unreasonableably withheld, or unless circumstances exist which are beyond Borrower's control. Borrower shall not be
least one year after the date of acquisition, unless Lender obtains otherwise agrees in writing, which contains shall not be
the execution of this Security instrument and shall contain to occupy the Property to Borrower's satisfaction for at
least two years. Borrower shall occupy, establish, and use the Property as Borrower's residence within sixty days after
leaseholds. Borrower, shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after
6. Occupant, Preexisting, Maintenance and Protection of the Property: Borrower's Loan Application:

Instrument made this day of January, 19_____.
from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums received by this Security
under paragraph 1, the Property is acquired by Lender, Borrower agrees to any insurance policies and proceeds resulting
possible the day after the date of acquisition, unless Lender retains and shall contain to occupy the Property to Lender's
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
the note is given.

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

Lender, Lender may make proof of loss if not made promptly by Borrower.
of paid premiums and renewals, in the event of loss, Borrower shall give the prompt notice to the insurance carrier and
shall have the right to hold the policies and renewals. If Lender accepts to Lender and Lender shall give to Lender all receipts
All insurance policies and renewals shall be accepted to Lender and shall include a standard mortgage clause. Lender

Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.
periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's

UNOFFICIAL COPY

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

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

Unless Lender and 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 refuse 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 Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any 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 not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any 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 sets 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 limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to 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 law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. 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.

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.

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

UNOFFICIAL COPY

845A Rev. 1/14
Page 1 of 2 pages
MULTISTATE CONVERGENCE Adjustable Rate Note Addendum to Note
Form 3118 1-98

The first conversion can only take place on the first Change Date. Each date by the Note Holder during the period beginning on the new fixed rate is called the "Conversion Date".
The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first conversion unless I do so. The "Conversion Option" is my option to convert the interest rate I am entitled to pay by this Note into an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.
I have a Conversion Option that I can exercise unless I am in default of this Section 5(A) will not permit me to do so.

(A) Option to Convert to Fixed Rate

5. FIXED INTEREST RATE CONVERSION OPTION

To a fixed interest rate, as follows:

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

B. FIXED INTEREST RATE OPTION

The Note Holder will deliver or mail to me a notice of any changes in my monthly payments of my monthly payment before the effective date of any change. The notice will include information regarding my monthly payment before the effective date of any change. The notice may have regarding 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.

(E) Notice of Changes

beginning on the first monthly payment date after the Change Date until the amount of my monthly payment to be paid me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) 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 rate will never be greater than 12.750%, which is called the "Maximum Rate".

(G) Effective Date of Changes

on any single Change Date by more than 7.750%. The greater, my adjustable interest rate will never be increased or less than 7.750%. The interest rate I am required to pay at the first Change Date will not be greater than 7.750%.

(D) Limits on Interest Rate Changes

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.

(H) Interest Rate Changes

The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point to the next Change Date.

(I) Indexes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750%) to the Current Index.

(J) Calculation of Changes

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

(K) Current Index

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

(L) The Index

1993, and on that day every 12th month thereafter, each date on which my adjustable interest rate could change is called a "Change Date".

(M) Change Dates

The adjustable interest rate I will pay may change on the first day of MAY.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750% in the adjustable interest rate and the monthly payments, as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE BORROWER'S RATE THE BORROWER MUST PAY, THE NOTE ALSO TAINS THE OPTION TO CONVERT ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE BORROWER'S RATE THE NOTE LIMITS THE AMOUNT THE BORROWER'S RATE ADJUSTABLE INTEREST RATE TO A FIXED RATE.

(Proprietary Addendum)

68 WASHINGTON AVENUE, STREMMOD, IL 60107

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

AUBORRA FEDERAL SAVINGS BANK

Borrower's Adjustable Rate Note (the "Note") to

or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust,

THIS ADJUSTABLE RATE RIDER is made this 15TH day of APRIL

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

ADJUSTABLE RATE RIDER

9 2 2 6 3 2 2 8 3 3 1 9 0 . 2

UNOFFICIAL COPY

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 pay the Note Holder a conversion fee of U.S. \$ 100.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(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 of one percentage point (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 of one percentage point (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 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) above.

(C) New Payment Amount and Effective Date

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 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

1. 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 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 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.

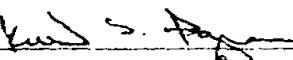
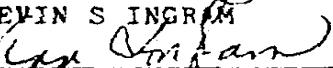
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument.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

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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.

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


KEVIN S. INGRAM

ANN M. INGRAM

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower