92496229

[Space Above This Line For Recording Data] -

### **MORTGAGE**

THIS MORTE AGE ("Security Instrument") is given on APRIL 22, 1992 The mortgagor is MASIA S. FELDMAN, A SINGLE WOMAN NEVER BEEN MARRIED

("Borrower"). This Security Instrument is given to NORWOOD FEDERAL SAVINGS BANK. DIVISION OF DEERFIELD FEDERAL SAVINGS , and whose address is THE UNITED STATES OF AMERICA which is organized and existing under the laws of 745 DEERFIELD SCAD, DEERFIELD IL 60015

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

ONE HUNDRED EIGHTY-THREE THOUSAND TIVE HUNDRED AND NO CENTS ). This decide the evidenced by Borrower's note dated the same date as this Security 183,500.00 Dollars (U.S. \$ Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced MAY 1. 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 Borrower's covenants and agreements under this Security Instrument and the No.e. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

COOK

County, Illinois:

LOT 69 AND 68 (EXCEPT THE WESTERLY 15 FEET) IN ELMORE'S VILDWOOD, BEING A SUBDIVISION OF THAT PART OF THE NORTHERLY 80 ACRES OF THE HORTHEASTERLY 1/2 OF CALDWELL'S RESERVE, BEING A TRACT OF LAND IN TOWNSHIPS 40 AND 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH CIES WESTERLY OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKER AND ST. PAUL RAILLOAD COMPANY AS PER PLAT THEREOF RECORDED ON JUNE 26, 1924 AS DOCUMENT 8486322 IN COOK COUNTY, ILLINOIS.

10-32-206-041 PTN:

DERT-01 RECORDING

146666 TRAN 1137 04/30/92 14:42100 476 441 #-92-296229

CODY COUNTY RECORDER

CHICAGO

which has the address of

6976 N. TONTY AVENUE [Street]

[Cuy]

Illinois

60646-1337 [Zip Code]

("Property Address");

ILLINOIS -- Single Family -- Famile Man Froddle Mac UNIFORM INSTRUMENT ITEM 1876L1 (\$103)

Form 3014 999 (page ) of 6 pages)

To Great Cait 1-800-538-8383 C FAX 816-791-1131

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 with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

I. 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 assessed ents 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 "Escrow Taxes," 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 A.c. of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Finds 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 fourier 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 Borrover 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 win this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be used. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree 11 virting, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting 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, Lender 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, Lexicer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 2. 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 amounts 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 altributable 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 Lender requires insurance. This insurance shall be maintained in the amounts and

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and

Lender, Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due out 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 process the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall or copy, 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 unreasinably withheld, or unless extending circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to determine, or commit waste on the Property. Borrower shall he in itefault if any forfeiture action or producting, 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 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 forfesture 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 it, expresentations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is or a least-hold, 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 regulateatly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property Lender's actions may include paying any sums secured by a lien which has pronou over this Security Instrument, appearing in court, paying reasonable anomeys' 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 shell become additional debt of Burrower 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 conder to Borrower

requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loal-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 mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve he insurance coverage 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 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 their 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 with monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Relayed; 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; John and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and henefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Burrower'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 Schurity Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Jurder and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the tends 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 kar charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be induced by the amount necessary to induce the charge to the permitted limit; and (b) any sums already collected from Bo rower 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 translated 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 hotice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Linder shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice in storrower. 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 purisdiction 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 and the Note are can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

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

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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 lunited 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 prilents 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 only 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 remodiation 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 Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gosoline, 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" mea is 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 Instrumen. (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 execified 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, I ender 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.

24. Riders to this Security Instrum			•
this Security Instrument, the covenants supplement the covenants and agreem			
Instrument. [Check applicable box(ex)]	KING IA BIG JOHER)	CONTRACTOR IN THE CONTRACTOR	s) were a part or una security
Adjustable Rate Rider	Condora	inium Rider	1-4 Family Rider
Graduated Payment Rider	Plunned (	Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate imp	rovement Rider	Second Home Rider
Other(s) [specify]			
BY SIGNING BELOW, Borrower a Security Instrument and in any rider(s) ex Witness:			ined in pages I through 6 of this
Q <sub>A</sub>			
WARRIE OF THE PARTY OF THE PART	(Scal) Borrower		(Scal)
MARSHA S. FELDMAN  Social Security Number 349-44-276	/ ·	Social Security Number	_ <del></del>
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	(Scal)		(Scal)
Social Security Number		Social Security Number	
	C		
STATE OF ILLINOIS,	161 <b>X</b>	County ss:	
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do hereby certify that MINISH SELECT	DIMAR, 1 SINGLE	. Woman never oven m	WFIEL
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substribed to the foregoing instrume, ap		T	<b>/</b>
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and delivered the said instrument as	HE	free and voluntary act, for the	he usus and murposes therein set
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My Commission expires:	Iku .		
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	**************************************		Notary Public
This instrument was prepared by	•	****	
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(Name)	NA TNOT	MISTINE K. FARRAHE	R
(Address)	4 <u>m</u> 2	Commission Express April 21 10640	)'S P 96 <b>)</b>
5813 N. HILKSTEED AVENTE (TEN 1878L4 (8183)	•		Form 3014 WM (page 6 of 6 pages)
CHICAGO, IL 6 646			Great Labor Sustance Forms, Inc. 18

#### ADJUSTABLE RATE RIDER

if Year Treasury Index - Rate Caps - Fixed Rate Conversion Option)

THIS ADDUSTABLE RATE RIDER is made this 22ND and of APRIL 19 95 and is incorporated into and shall be deemed to omen Land supplement the Mortgage. Deed of Trust or Security Deed (the "Security Instrument'le of the same date given by the undersigned (the "Borrower's to secure Borrower's Adjustable Rate Note (the "Note" is to

KONWHOD REDERAL SAVINGS BANK, DIVISION OF DEERFIELD FEDERAL SAVINGS the Tender out the same date and covering the property described in the Security Instrument and located at

6976 N. TONIY AVENUE, CRICAGO, ILLINOIS 60646-1337

19th perty. Add in

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 CON-VENT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL FOXENANTS. In addition to the covenants and agreements made in the Security Instrument. Bottower and

Lender further evenant and agree as follows

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interestrate of 6.25% in Tine No. 6.25% The Note provides for changes in the adjustable interest rate and the month's

#### ADJESTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The admissible interest rate Pacific pay may change on the tirst day of MAY (9.93), and on that it to month thereafter. Each date on which my addistable interest rate could change is called a CChange. Date - 1993 and on that havevery

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate with be based on an Index. The "Index" is the weekly average yield on United States Fig. ury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most secont Index figure available as of the date 45 days before each Change Date is called the Carrent Index

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate my addition.

TWO AND THREE CHARTERS Professional to the Current Index. The Note Holder will their round the result of this addition to the calcust one eighth of one percentage point (0.125%). Subject to me limits stated in Section 4-D. below, in a rounded amount will be my new interest rate into the rest Change Date.

The Note Holder will then determine the amount of the morthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in to? on the maturity, fate 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 inverest rate Fair required to pay at the first Change Datz will be be greater than 8.256 6.25%. Dereafter his interest rate will never be increased or decreased of, any smalle Change Date by never thun thar

TWO percentage points 2.4 Move of those the rate of interest Factors on paying for the precessing 42 months. My interest rate will never be greater than 12.4250 months which is a coming. May main Rate 1.

#### the Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the annual of object new monthly pay ment beginning on the first monthly payment date after the Change Date unto the amount of my monthly payment

## thange legain (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of ling changes in my adjustable interest, are and the amount of my monthly payment between accentective date of any change. The notice will include information required by law tis beginnen me and also the title and telephone number of a person who win answer are a cestion 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 inferest rate, as follows

#### 5. FIXED INTEREST RATE CONVERSION OPTION

#### (A) Option to Convert to Fixed Rate

I have a Conversion Option, which I can exercise unless I are in default or this Section 5(A), will not permit me to do so. The Conversa in Option is the option to cover the interest rate Limited a treating this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section, § B. below

The conversion can only take place on a date(s) specified by the Note Holder during the period becoming on the first Change Date and ending in the fitth Change Date. Each date in which thy a flystable interest rate can convert to the new fixed rate is called the Conversion Date

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER - 5 ng # Fain S - Freddie Mac Uniform Instrument Form 3130 1/98 (C) (C)

requites to effect the consersion. and (17) I must sign and give the Note Holder any documents the Note Holder the Note or the Security instrument; (iii) by a date specified by the Note Holder. I must pay the Note Holder a conver-Unust give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i)

#### (B) Calculation of Fixed Rate

not be greater than the Maximum Rate stated in Section 4(D) above. will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will it this required net yield cannot be determined because the applicable commitments are not available, the Note Holder covered by applicable 60-day mandatory delivery communents, plus three-eighths of one percentage point (0.දී?දී.). of one percentage point (0.375%), or (ii) if the original term of this Note is 15 years or less. Is year fixed rate mortgages year, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths is a date and time of day specified by the Note Holder for (1) if the original term of this Note is greater than 15 My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield

#### O New Payment Amount and Effective Date

as my monthly promont until the maturity date of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount ty date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount that sould be sufficient to repay the unpaid principal Lam expected to one on the Conversion Date in full on the maturi-If I choose to exercise the Cenversion Option, the Note Holder will determine the amount of the monthly, payment

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

Rider, Uniform Covenant II of the Security Instrument is amended to read as follows: 1. Until Borrower e elicises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

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

esession abmod evaluation living and the sold and the sold and security instrument and the session of the sold and the session of the sold and the s Conder and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security to the loan assumption. Lender may also require the transfered to sign an assumption agreement that is acceptable to to the extent permitted by applicable law, Lendor may charge a reasonable fee as a condition to Lender's consent

notice or demand on Borrower 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 tion. The notice shall provide a period of not less than 30 days from the notice is delivered or mailed within le Lender exercises the option to require immediate payment in full. Lender shall give Borrower notice of accelera-

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

by federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited person) without Lender's prior written consent, Lender may, at its option, require immediate perment in full of all sums an in the or transferred (or if a beneficial interest in Borrower is able or transferred and Borrower is not a natural Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

any remedies permitted by this Security Instrument without further notice or demand on Borrower. by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke of not less than 90 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured 1) Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

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

(Seal)	Somwer Boundary	
(1692)	Eaw(u100	WARREN S. FELDWAY