ntial Mortgage OFFICIAL COPY

Chase Manhattan Personal Financial Services, Inc. Known as Chase Manhattan of Minois

This document prepared by SARAN L. CONLON and should be returned to: CHASE MANHATTAN PERSONAL

FINANCIAL SERVICES, INC. 1900 CORPORATE BLVD., SUITE 110

BOCA RATON, FL 33431 CRDER # 19 02 831 LOAN . E02663-0

60

9

CENTENNIAL TITLE INCORPORATED

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November . The mortgagor is ANTHONY T. ROMITO AND CAROLYN C. ROMITO, HIS WIFE, AS JOINT 1993 **TENANTS**

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

CHASE MANHATTAN PERSONAL FINANCIAL SERVICES, INC. , which is organized and existing under the laws of DELAWARE , and whose address is

707 SKOKIE BLVD., SHITE 105 NORTHBROOK, IL 60062

("Lender").

93978671

Borrower owes Lender the principal sum of Two Hundred Eighty Thousand
Dollars (U.S.\$ 280,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ('Note'), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2023 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and

modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) he performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Leader the following described property located in COOK County, Elinois:

LOT 7 IN BLOCK 1 IN R.W. OLSEN INC, GATEWAY GARDENS, BEING A SUDIVISION OF THE NORTH 660.0 FEET OF THE EAST 660.0 FEET OF THE WORTH TAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERICIAN, IN COOK COUNTY, ILLINOIS.

> COOK COUNTY, ILLINOIS 1993 <u>0€C +0 - XX 11+ +7</u>

COON COUNTY, ILLINOIS FILED FOR RECORD

1993 DEC -1 PH 12: 50

93978671

which has the address of :

2754 KAREN LANE

[Street]

GLENVIEW

CEY

Illinois 60025 ("Property Address"); P.I.N9-11-200-030

(Zip Code)

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.

RONITO LIAN 9 (232) 802682-6

UNIFORM COVENANTS. Berrower and based coverage are follows:

1. Payment of Principal and it to bit Principal and late things the under the Note in the debt evidenced by the Note in only proportion and late things the under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Londor, Borrower shall pay to Londer on the day monthly payments are due under the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and assessments which may stam to the Note is paid in full, a sum ("Funds") for a yearly taxes and the Note is paid in full taxes to the Note is pai priority over this Security instrument, as a lien on the Property; (b) yearly leasehold payments or ground rests on the Property, if any; (c) yearly hazard or property instruince pretriants; (d) yearly flood insurance pretriants, if any; (e) yearly mortgage insurance pretriants, 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 Items." Lender may, at any time, collect and hold Punds 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 Septement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 er seg. ("RESPA"), unless another law that applies to the Pands 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 estis amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew huma or otherwise in accordance with applicable law.

The Punds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Londer, if Lender is such an institution) or in any Fuderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Rems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow henrs, unless Lender pays Borrower interest on the Funds and applicable law permits Londer 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 with this 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 writing, 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 Punds and the purpose for which each debit to the Punds was made. The Punds 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 a.... Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Be nower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all rums secured by this Security Instrument, Leader shall promptly refund to Borrower any Punds held by Lesser. If, under paragraph 21, Lend. 1 and 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 adminision or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Units applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges the under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charge's 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 ler coold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that we are 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 payment.

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 fien in a man er acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Least's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subministing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority prer this Security Instrument. Lender may give Borrower a notice identifying the liest. Borrower shall satisfy the lien or take one or more of the activity, et forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the it provements 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 amount of 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, of an coverage to protect Lender's rights in the Property in the accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morgage clause. I ender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to 1 reder all receipts of pa d premiums and renewals. notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if notes. made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be a mind to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is no committed. 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 12 sperty, 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 a surance 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 periodwill begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extract or postpone the due date, of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under rain graph 21 the Property is shall pass to Lender to the extent of the mans secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lean Application; Lea whether the Property as Borrower's principal residence within this days after the execution of this Security Instrument and

shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Londer's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in Gefault if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or 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 aums accured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender Japses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to

RONLTO 10AM 2 1232) ED2663.00

The mortgage insurance previously in effect, it accur substantially equivalent to the cosa to Bour over of the mortgage insurance previously in effect, from an alternate mortgage insurance available, Borrower shall pay to Lender each month a sum equal to one twenth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Leader will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice

at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any 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 runns 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 any No mover 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. BorrowerNot Rear ad; Forbearance By Lender Not a Walver. 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 Borro ret or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to e tend 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 preching 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 hind 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 Berro wer 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 security by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accor moditions 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 soilected 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 recessary 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 so rower. 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 Securny last ument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice sall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by full 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 eviect 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. It 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 patient person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by the accurity 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 Section 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 righ, to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; of (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be ke under this Security Instrument and the Note as if no acceleration had occurred: (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous 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 berbicides, 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.

- 21. Acceleration; Remedial. Leader 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. Walver of Homestead. Borrower waives all right of homestead exemption in the Property

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)]

Witnesses:		
	ANTHONY T. SOILTO	(SEAL -Borrowe
	Chiles & Benito	(SEAL
	CAROLYN C. RONITO	Borrowe
	0,	(SEAL
	90	-Borrowei
		(SEAL)
		-Borrower
	7	
	[Space Below This Line For Admostedgment]	
State of Illinois)	
County of COOK) SS:)	6
	ŕ	
County, in the State aforesaid.	, a notate control of the control of	y public in and for said CAROLYN C. RONITO his
	Q	wi / wi

GIVEN under my hand and official seal, this 22nd

"OFFICIAL SEAL"
Kathleen L. Gerrity
Notary Public, State of Himois
My Commission Expires 2.

My commission expires:

39.7867.

day of November

1993

ROMITO LOAM UR 602613-FICIAL GOPY

ADJUSTABLE RATE RIDER

(Extended/Initial Fixed Rate Period) (One Year Index - Interest Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of November 1993, 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 to CHASE MANHATTAN PERSONAL FINANCIAL SERVICES, INC.

(the "Lender")

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

2754 KAREK LANE ; GLENVIEW, IL 60025

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTEREST RATE AND THE MONTHLY PAYMENT.
IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER.
IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.
THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

4. INTEREST RATE AND MONIPLLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate 1 will pay will change to an adjustable interest rate on the first day of **December** 1998 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a *Change Date.*

(B) The index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securitie adjusted to a constant manurity of one 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." The Index most recently available to the index published in the standard statistical release issued by the Federal Reserve Board with the closest date prior to the 45th day before the Change Date.

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 1 to by adding 2.7500 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8 of 1 percentage point (0.125%). Subject to the limits stated in Section 4(D) this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limit on the Interest Rate Changes

On the first Change Date the interest rate may not increase or decrease more than from the initial interest rate.

Descentage points

On the second Change Date, and on each Change Date thereafter, the interest rate may not increase or decrease percentage points from the interest rate in effect immediately prior to the Change Date. Also, the interest rate may not increase or decrease over the entire term of the loan more than

4 percentage points from the initial interest rate.

My interest rate will never be greater than

10.3750 percent.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

ROWLTO LOAN UNOFFICIAL COPY

Rider.

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

- Witness - Witness (Scal) (Seal) (Seal) COOK COUNTY CLOPK'S OFFICE