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UNOFFICIAL COPY

BOX 392

93022825

(Space Above This Line For Recording Data)

MORTO	GAGE Ø51847639
THIS MORTCACE ("Security Instrument") is given mortgagor is THOMAS TOTEN AND JULIE M TUTEN,	
("Borrower"). This Security Instrument is given to St. Paul	Federal Bank for Savings
which is organized and existing under the arra of Unit 6700 W. North Ave, Chica ("Lender"). Borrower owes Lender the principal sum of ONE. H	ed States of America and whose address is
by Borrower's note dated the same date as this Security Inswith the full debt, if not paid earlier, due and payable of Eds secures to Lender: (a) the repayment of the debt evidence a b modifications of the Note; (b) the payment of all other sums security of this Security Instrument; and (c) the performance of Instrument and the Note. For this purpose, Borrower does he described property located in	by the Note, with interest, and all renewals, extensions and swith interest, advanced under paragraph 7 to protect the of 3 proper's covenants and agreements under this Security pereby protagge, grant and convey to Lender the following
LOT 12 IN CHESTERFIELD SECTION "B" A SUTHE NORTHEAST 1/4 OF THE SCUTHWEST 1/4 NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF S42 NORTH, RANGE 12, EAST OF THE THURD I COCK COUNTY, ILLINOIS. PIN. #04-34-400-015-0000	SECTION 34, TOWNSTIP
	DEPT-DI RECORDINGM 12:18:
	#8846 # C #-93-02282 COOK COUNTY RECORDER
which has the address of	GLENVI EV
Illinois60025 ("Property Address"); (Zip Code)	
ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT	Form 3014 9/30 (page I of a pages)
	3) 9-2

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salisty the fien or take one or more of the actions set forth above within 10 days of the giving of notice. may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the fiem. Borrower shall anbording the iron to this Security Instrument. It Lander determines that my part of the Property is subject to a fren which prevent the entoncement of the tien; or ter secures from the holder of the hen an agreement satisfactory to Lender tanh the hea by, or defends against enforcement of the hen in, legal proceedings which in the Lender's opinion operate to bong in sirviting to the political of the obligation received by the livin in mineral properties and to the content of the properties in the properties and the properties are specifically in the properties of t possomer spell beauther epsemble and nea which has priority over the Security histomical unless floreower (a)

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this parisorable it Borrower makes these payments directly. Borrower shall promptly turnish to Londer receipts evidencing time descripted by person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under Property which may attain priority over this Security Instrument, and leasehold psyments or ground terr. if any, Borrower shall pay them on shall pay them on the collegations in the manner, Borrower shall pay them on

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and imposition, attributable to the programs. I third, to interest duer fourth, to principal duer and last, to any late charges due under the earle

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under A Application of Payments. Unless applicable has provides otherwise, all payments received by Lender under

anominated thinous side of bone or

such of the Property, shall apply any bunds held by Lender at the time of acquisition of such as a credit against the sums. I unds held by Lender H, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or From payment in that of all sums secured by this Security Instrument. Length property returned to Borrowen and

determines in no more than m else monthly payments, at ℓ ender s sole discrepoint.

on present functiones shall have to trades the amount meter and to make up he descenter. Bostower shall make up the to the funds held by Lender exceed the amounts permitte it held by the build held by the funder daily account to the field by the funds with the funds and the funds of philosophic for the funds with the funds of the following the following

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purpose for which each debut to the bunds was made. The furst are pledged as additional security for all sums secured by shift give to Borrowa, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and that commeys on the Funds. Borrower and Lender may agree to writing, however, that interest shall be paid on the Lunds. Lender estate his repositing service used by Lemba in comestion with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest or applicable law provides and interest or applicable law requires futerest in paid. Lember shall not be required to pay Bouron any interest or account in verifying the Exicor Lenex lander pays Borrower interest on the Funds and applicable for an permits Lenex to make the form a charge for an independent real the excess from Lander may not car ree begrover for holding and applying the bunds, annually analyzing the excess conduct tender it tender is such an artiquion) or in any Federal Home tean Bank. Lender shall apply the Funds to pay times find by held in (A) summon whose deposits are insured by a federal agency, instrumentally, or cauty

nal oblivatique attive considere, a, ni oci profito io antoti necessi counti to considerazio de commisco obligarazio but this morns, to sixed silt to sub-shired to tonount oil ottained gain rebust. Insering record oil bosone of not renoun-Estate Settlement Presentation of 1974 as amended from note to time, 12 USC, § 2601 et seq. ("RESPA"), unless another time to that hopies to its braids are unusual. If so, bender may, at any time, collect and hold Funds in an Real Boder for a few fields and redeside from the found is the found of the following and redeside feel federal items are called 25 so on items. Lends in any trans, solicer and hold bunds in an amount not to exceed the maximum I ender, in accordance with the provisions of paragraph 8, in hea of the payment of mortgage premiums present flood insurance promines, if any let yearly morigage insurance gremmer it any, and its any sums payable by Bornower to tenschold pretieurs or ground rents on the Property, it nays to yearly hazard or property insurance premiums; the yearly youth taxes and assessments which may airain priority over this Security Instrument as a hen on the Property (b) yearly to Lender on the day mouthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a)

2. Funds for Parce and Insurance. Subject to applicable law or to a united water by Lender Borrower shall pay the principal of and interest on the delicer delicered by the Note and any prepayment and late charges due under the Note.

L. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due Daliental Covencers. Borrower and Lender coverant and agree as follows:

commons by junishedicina to constitute a uniform ascentify instrument covering teal property.

bottem streng constitution to the sea ferones for entering and the strength of the season for the season of the se

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. gram and come cy the Property and that the Property is unencumbored, except for encumbrances of record. Borrower warrants

ROBBONER CORESCEND that Homoner is tawfully selected the relate hereby conveyed and has the right to mortgage. creament. All of the foregoing a referred to in this Security Instrument as the "Property. and fixtures now or hereafter a part of the property. All replacements and additions shall also tx covered by dus Security

that then With all the improvenents now or betailer received on the property, and the unpromonences.

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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 Londer 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 Lander 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 sures 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 soms secured by this Security Instrument; whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Corrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisiion.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shark continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, or less Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circums onces exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise mare mily 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 crear, by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the Ican 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 Joan evidenced by the Note, including, but not limited to, represent tions concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, no regiver 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

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 it ws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's lights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action

under this paragraph 7. Lender does not have to do so.

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

payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Horrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu

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declared to be severable:

be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Pole which can mission in which the Property is because the the event that any provision or clause of this Security Instrument or the Sote 55. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

habitzong as ita digital rabina. Le rawonied or many mad artid or hamash ad thick manuscript chimoic eith in tel bahazong class mad to hender's address stated herem of any other address hender designates by notice to Borrouge. Any notice Property Addiess or any other indices. Borrower designates by notice to Lender, Any notice to Lender shall be pixen by Dest adt of bataand ad thate anion aff. doction reducinte were elemented file notice state to the directed to the

A Southers. Any notice to Borrower provided for in this Security Instrument shall be given a elitering it or by

эво у эрин адиида индск ис у окоdirect psyment to Borrower. If a reland reduces principal, the reduction will be treated as a partial persyment without any refunded to Borrower. Lender una, choose to make this refund by reducing the principal owed under the Borro or by making a the charge to the permitted limit; and (b) any sume already collected from Borrower which exceeded permitted limits will be with the four exceed the permitted finite, then: (a) any such four charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other foundingues collected or to be confected in connection

and the form second birdy and second by this Second birdy instrument is subject to the which sets maximum form medicing accommodations with regard to the terms of this Security Instrument of the "one without that Borrower's conserve escured by this Security Instrument, and (c) agrees that Lender and any other bore by c, may agree to extend, modify, forbear or emus ail) quq of balugildo. (Ilanostaq ton si (d), to amatent (rinass? sidi to amast aila aban graqor!) ailt ni tearain e'razorne? Institution has does not execute the Stote; (at is co-signing this Seemity firstit ment only to mortgage, grand and convey that breakishly 15. Howonet, 2 coecusors and sauscincus, shalf be bong incl. 8 serve. Inc. Borrower who co sikus this Security Security histomical shall build and benefit the successors and assigned Lender and Borrower, subject to the provisions on

and to commony the suggest of the common of the common suggests. The common and appropriate this consessor of the common of the

्रपुष्ट-बन्द्रहर के अधिक्षा कृषक कि अन्यवस्थित होने Shul 2019 कि विश्व में अप के अप कि कि

thinks thomas or Borrower's successors in interest. Any to bearing by Lender in exercising any right or remedly shall shall not be required to commence proceedings against any successor in interest or retuse to extend time for payment or otherwise modely the content of including amount of the modely the modely the modely the modely and demand made by the of Borrower shall not operate to release the liability of the original Borrower of Borrower's successors in interest. Lender interest of amortization of the same secure? It is because, by the beautiful after the anterior of another the more secures of the interest

11. Borrower Sot Released; Forbea ance By Lender Sot a Malver. Extension of the time for payment or postone the due dae of the monthly pagne ats referred to in pacagraphs Land 2 or change the amount of such payments.

Finless Lender and Borrower afterwise agree in writing, any application of proceeds to principal shall not extend or

the sums secured by this Security has a gracial, whether or not then due.

the nature is authorized to cotter and apply the proceeds; at its option, either to restoration or repair of the Property or to make an award or sertle a claim by damages. Borrower fails to respond to Leader within 30 days after the date the rollice is to the Property is abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor officer to

otherwise provides, he placedes shalt be applied to the sums secured by this Security Instrument whether or nor the sums are Property in which has take market value of the Property inamediated before the taking is less than the annount of the spile able despited inamediate is not be included in the context of the context in the spile able despited in the context in the Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the able onlive rothern that sett (d) of bobieth guidhe out probet describentural beneves erms out to announce teach of the comment the sum secured by this Security Instrument shall be reduced by the uniount of the proceeds multiplied by the following: Aprilia n ii 201ga 2018/1016 Security International security in Land of the Company of the Compa which the fact makes value of the Proporty immediately before the taking is equal to or greater than the annount of the subject than Deriving on not then due, with any excess paid to Horrower. In the event of a partial taking of the Property CO

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in ficu of condemnation, are hereby 10. Condemnation. The proceeds of any award or claim for darkages, direct or consequential, in connection with

gry. Borrower notice at the time of or prior to an uspection specifying reasonable cause for the inspection. 9. Inspection. Lander or its agent may make reasonable entries upon and inspections of the Property. Lender shall

and Lender or applicable law.

loss reserve, until the requirement for mongage insurance ends in accordance with any written agreement between Borrower as all also consisted. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a economic the the amount and for the period that Leader required by the times and the amount and the amount and the connection of the conne of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance

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.

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 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, and the Note as if no acceleration had occurred; (b) cures in 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 assore 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 Lean 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 an othly 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 applicative law.

20. Hazardous Substances. Borrower shall not come or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, not 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 invelving the Property and any Huzardous 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 Earlannmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances deficed 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 or or paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action requored 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. Bosrower waives all right of homestead exemption in the Property.

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24. Riders to this Security Instrume this Security Instrument, the covenants and a supplement the covenants and agreements Instrument. [Check applicable box(es)]		incorporated into and shall amend and
Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify] LOPN RIDER	☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider	☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider
By Signing Below, Borrower accepte and in any rider(s) executed by Borrower and	s and agrees to the terms and coverants recorded with it.	s contained in this Security Instrument
	Mic	THOMAS C TUTEN -Borrower
DO PX	Social Security Number	
T _{Ox}	Splie M	JULIEM FUTEN (Seal) 320-62-3337
	Social Security Number	320-62-3337
[Space	e Below To'41 ine For Acknowledgment]	
	Co	nty ss: Cook _
1, the undersigned a Notary Public in and for said county and state	· · · · · · · · · · · · · · · · · · ·	
a Notary Public in and for said county and state RIS WIFE	e, certify that THOMAS C TUTSN	AND JULIE M TUTEN
personally known to me to be the same person(subscribed to the foregoing instrument, appears signed and delivered the instrument as	ed before me this day in person, and ack	newledged that
Given under my hand and official seal,	this 4th day of Jo	anuary , 1993.
My Commission expires:	Delun Ritt A	ary Public
RAYMOND F SEIFFERT ST PAUL FEDERAL BANK FOR SAVING 6700 W NORTH AV CHICAGO, IL 60635	GS ξ _{Νο} ι	TOFFICIAL SEAL" Debro Ritt Lester tery Public, State of Illinois Commission Expires 0V07/94

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Ø51847639 TUTEN THOMAS C LH 93022525

LOAN NO. DATE

> Ø51847639 JANUARY 4, 1993

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

904 SHERMER ROPERTY ADDRESS! 60025

- 1.) Borrower and Lender agree that inclwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby, authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDEF.

THOMAS C TUI'IN

Borrower

Borrower

JULIE M TUTEN

93022825

Property of Cook County Clerk's Office

JANUARY, 1993

day of THIS ADJUSTABLE RATE MORTGAGE RIDER Is made this and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

904 SHERMER RD, GLENVIEW IL 60025

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 AND MINIMUM RATE THE BOR-ROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

The Note provides for an initial interest rate of ---7.350 %---- The Note, as amended, provides for changes In the adjustable in erest rate and the monthly payments, a fixed rate conversion option and transfer provisions as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dayse

FEBRUARY 1, 1998

The adjustable intringst rate I will pay may change on the first day of and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an index. The "index" is the monthly average yield on United States Trassiry securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federa Reserve System. The most recent index figure available as of the date 45 days before each Change Date is called the "Cur, ert Index."

if the index is no longer available, the incle Holder will choose a new index that 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 any gnew interest rate by adding TWO AND THREE QUARTERS——percentage points (2.000) to the Current Index.

The Note Holder will then round the result of this addition 10 % nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my now 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 I am expected to owe at the Change Date in full on the Maturity Late 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

-9.350 %-The interest rate that I am required to pay at the first Change Date will not be greater than . Thereafter, my adjustable interest rate will never he increased or decreased on any or less than re centage point(s) (single Change Date by more than from the rate of interest I have been paying for the preceding 12 months. So long and the exercised my Conversion 250, which is called the Option under Section 5 of this Note my interest rate will never be greater than "Maximum Rate." After the first year of my loan, my interest rate will never be less than , which is called the "Minimum Rate." 93022825

(E) Effective Date of Changes

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

(F) Notice of Changes

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

8. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can take place at any time during the term of my loan. The "Conversion Date" will be the first day of the month after I have satisfied the conditions below as determined by the Note Holder.

If I want to exercise the Corversion Ortion, I must irrst sitism any conditions which may be required by the Federal National Mortgage Association as a condition to its purchasing the loan at the time of conversion. I must also satisfy these conditions: (I) I must give the Note Holder 15 days advance 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) prior to the Conversion Date, I must pay the Note Holder a conversion fee of US _________; (N) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; and (V) I may have to pay an appraisal fee and prepay a portion of the principal balance of the loan under the foliciwing circumstances: If at loan origination, the principal amount is greater than 80% of the stated value of the appraisal report obtained in connection with my loan and private mortgage insurance from a company acceptable to St. Paul is not in force in connection with the loan, then a new appraisal of the property securing the loan may be required. I cannot exercise the Conversion Option unless I pay an amount which is enough to reduce the amount I owe on the Conversion Date to an amount equal to 80% of the new appraisal's stated value of the property.

(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 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus a percentage ranging from five-eighths of one percentage point (0.625%), to one and one-eighth percentage points (1.125%), rounded to the nearest one-eighth of one percentage point (0.125%), depending on the amount of the unpaid principal balance I am expected to owe on the Conversion Date pursuant to the following schedule:

Add: 0.625 % for unpaid balances of up to \$2.02,300.

0.875 % for unpaid balances from \$202,301 to

for unpaid balances from 55.00,001 to 575.0000 lf this required net yield cannot be determined because the applicable commitments are not available, the Note Holter will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than 12.8756 , which is the "Fixed Maximum Rate".

(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 cobstantially 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.

12. UNIFORM SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts towe under this Note. Some of those conditions are described as follows:

(A) Until I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument is described as reliows:

Transfer of the Property or a Beneficial Interest in Borrover, 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 the 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 the 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, agraement 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 Borrows, findice 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.

(B) If I exercise my Conversion Option under the conditions stated in Section 5 of this Adjustable Rate Note, Uniform Covenant 17 of the Security Instrument described in Section 12(A) above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, 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 falls 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.

__ (Seal)

Borrower

JULIE M TUTEN

_ (Seal)

5500,000 .

Borrower

THOMAS C TUTEN