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	THE NORTH 60 FEET OF LOT 44 IN FRANK C. WOCE'S
Ergur min cource to training mich illinois:	Instrument and the Note, For this purpose, Borrower does nereby mortgage described property located in
soverants and agreements under this Security	security of this Security Instrument; and (c) the performance or Borrower's contemporal and the Most Fox this enemy, the performance of the property instruments.
advanced under paragraph? To protect the	modifications of the Pote; (b) the payment of all other scins, with interest
ith interest, and all renewals, extensions and	with the full debt, if not paid earlier, due and payable on this secures to Lender; (a) the repayment of the debt evidenced by the Note, w
ight which provides for monthly payments.	by Borrower's note dated the same date as this Security lightningal ("No with the full debt, if not paid earlier, due and payable on Frebunky Ly
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JANUARY 21, 1993	THIS MOLT LAGE ("Security Union and Libration at 10 augment
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TOOETHER WITH all the improvements now or hereafter erected on the property, and all easements, appartenances, 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. Horrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes an (a) sessments 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 Jeans." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a fee cally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of a circle lesser amount. 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 no rower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless a ender 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 with this foan, 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 Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by

this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to by 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 in no more than twelve monthly payments, at Lender's sole discretion.

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

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

4. Charges: Liens. Borrower shall pay all taxes, assessments, charges, fines and imposition: a tributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, it 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.

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5. Hazard or Property Insurance. Horrower 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 currier providing the insurance shall be chosen by Horrower subject to Lender's approval which shall not be intreasonably withheld. If Horrower finls 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 f.ender'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 abade, one 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 a mis secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

Instrument immediately prior to the nequisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leuseholds. Rorrower shall occupy, establist, 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, lovess Lender otherwise agrees in writing, which consent shall not be unreasonably withhold, or unless extenuating circum traces 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 materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and lenstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good foith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien ecoled by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the form application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Leider 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 leaschold, they ower 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 onless 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 lews or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security 3 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 disbussement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment.

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

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declated in he severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jorisdiction in which the Property is located. In the event that my provision or clause of this Security Instrument or the Mote which can conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. Fo this end the provisions of this Security Instrument and the Mote are

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14. Mollege, Any notice to Borrower provided for in this Security instrument shall be given by deficeted to the ingiling it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated fictern or any other address had been given to Borrower Any notice to Lender by notice to Borrower, Any notice class mail to Lender's address stated fictern or any other address class fixed by notice to Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

prepayment charge under the Mote.

13. Loun Churges. If the loan secured by this Security Instrument is subject 5.13 has which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the minimum necessary to reduce the connect the permitted limits and (b) any such loan charge shall be reduced by the reducion minimum incoming a parameter may choose to make this reland by reducing the principal owed under the bottone by making a direct payment to Borrower. If a reland reduces principal, the reduction will be treated as a param perpayment without any direct payment to Borrower. If a reland reduces principal, the reduction will be treated as a param perpayment direct payment of arctimated and perpayment without any direct payment of borrower.

Security Instrument shall bind and benefit the successors and assign of Lender and Botrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and see etal. Any Borrower who co-signs this Security Instrument but does not execute the Sole: (a) is co-signing this Security instrument only to mortgage, gant and convey that Borrower's interest in the Property under the terms of this Security Instrument, modify, lother or secured by this Security Instrument, and (c) agrees that Lender and any other Borroser, any agree to extend, modify, fother or make any accountly Instrument to the terms of this Security Instrument of the Borroser's consent, make any accommodations with regard to the terms of this Security Instrument of the Borroser's consent.

12. Successors and Assigns Bound; Joint and Several Lie Way; Co-signers. The covenants and agreements of this

11. Borrower Not Released; Forbegginge 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. Lender or Borrower's successors in interest, Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest or reluse to extend time for payment or shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of the same secured by this Security Instrument by reason of any demand made by the original Borrower is successors in interest. Any includering the trender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or recoedy.

postpone the due dute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower observice agree in writing, any application of proceeds to principal shall not extend or oscioone the amount of such payments.

me sums secured by this Security Instrument, whether or not then due.

If the Property is ably doned 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

then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security between the taking of a total taking of the Property in which the fair market value of the Property innunciately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrewer and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the innount of the sums secured by the fair market value of the following Property immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking or 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 or or unless applied to the sums secured introduces, it is preceded shall be applied to the sums secured by this Security Instrument whether or not the sums are otherwise provides, it is preceded shall be applied to the sums secured by this Security Instrument whether or not the sums are

assigned and shall be paid to Lender.

In the event of a total taking of

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 figu of condemnation, are hereby

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.

and Lender or applicable law.

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 insurance 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

## **UNOFFICIAL C**

#### **LOAN RIDER**

LOAN NO DATE

011932864

JANUARY 21, 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:

1902 S 74H AVE, MAYWOOD IL 60153

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby autiforized 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 in Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

CHARLES W JACCUS

Borrower

Borrower

Property of Cook County Clerk's Office

16. Berrower'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 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 alies us which then would be the under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security Instrument, a cluding, but not limited to, reasonable actorneys' 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 and 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 tenes without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that courses 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 applice its 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 javestigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardons Substance of Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory audiority, that any removal or other remediation of any Hazardons 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 distinct as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flaming life or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formalden ne, and indimentive 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.

NOS-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows.

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration of lowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration or deve paragraph 17 unless applicable law provides otherwise). The notice shall specify: (n) the default; (b) the action required to core 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 fadure 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 24, 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. Horrower wnizes all right of homestead exemption in the Property.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]					
Adjustable Rate Rider	Condominium Rider		1-4 Family Rider		
Graduated Payment Rider	☐ Planned Unit Development Rider ☐ Biweekly Payment Rider				
Balloon Rider	☐ Rate Improvement Rider ☐ Second Home Rider				
Other(s) [specify] LOAN RIDE	•				
A LAMP RILER					
By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.					
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STATE OF ILLINOIS. County 5s:					
a Notary Public in and for said county and state, certify that the less the Justine August 1971 and 19					
a Notary Public in and for said county and state, certify that the less with the following the said county and state, certify that the following the said county and state, certify that the following the said county and state, certify that the said county are said county and state, certify that the said county are said county and state, certify that the said county are said county and state certified the said county are said county and state certified the said county are said county and state certified the said county are said county and state certified the said county are said county and state certified the said county are said county are said county and said county are said co					
personally known to me to be the same person(s) whose name(s)					
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that					
signed and delivered the instrument as					
set forth.					
	/چ	(3.2)	U 1193		
Given under my hand and official seal.	this	day of			
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My Commission expires:		· · · · · · · · · · · · · · · · · · ·	· C		
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BCN 333

011932864 JACOBS CHARLES W HBK

### AUSTABLE TATE MANTER GE RIDER Y

, THIS ADJUSTABLE RATE MORTGAGE RIDER is made this 21 day of JANUARY, 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 (the "Note") to ST. FAUL FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1902 S 7TH AVE, MAYWOOD IL 60153

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 BORROWER 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:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Date &

The adjustable interest rate I will pay may change on the first day of FEBRUARY 1, 1998 and on that day every 12th nicrith thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Dale, my adjustable interest rate will be based on an index. The "Index" is the month." Forage yield on United States Foraginy securities adjusted to a constant maturity of one year, as made available by the board of Governors of the Federal Resorve System. The most recent index figure available as of the date 45 days before each Change Date is called the "Current index."

If the Index is no longer available, the flot) Holder will choose a new index that is based upon comparable information. The Note Holder will give meingtice of mis choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding \_\_\_\_\_TWO AND THREE QUARTERS\_\_\_\_\_\_ Arcentage points ( 2.750 )sto the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded arrount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly pryment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the Maturity that 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

#### (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.

#### 5. 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.

version Option, I must finit satist any conditions which may be required by the Federal If I want to exercise the 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 ; (iv) I must sign and give the Note Holder any documents the a conversion fee of US -\$250.00-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 following 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 ruquired. 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%), depend-Ing 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 \$258,800 .

0.875 %

for unpaid balances from \$258,801 for unpaid balances from

\$500,000 .

to

to

If this required net yield cannot be determined because the applicable commitments are not available, fire wolf Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than 1.2.9.7. be greater than , which is the "Fixed Maximum Rate".

#### (C) New Payment Ariount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

#### 12. Ul" DRM SECURED NOTE

In ad littor 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 data as this Note, protects the Note Holder from possible losses that might result if 1 d not keep the promises that 1 make in this Note. That Security instrument describes how and under what conditions I may be required to make immediate only nent in full of all amounts I owe 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 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 care 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 proceed transferred as if a new loan were being submitted to Lender information required by the Lender to evaluate the interest of transferred 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 the Socurity instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to kery all the promises and agreements nade 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 Formwar 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 same 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 malled within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

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

CHARLES W JACOBS

(Seal) Borrower