DEFICIAL COPY Recording Requested by

SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION TOWER II, 1701 DOLF ROAD, SUITE 407

ROLLING MEADOWS, IL 50008

Attn: PROCERFINA JAVIER

1993 HAR -2 AH H: 14

93153739

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Space Above This Line For Recording Data	
MORTGAGE	Loan Number 8842531
THE NOTE THIS SECURITY INSTRUMENT SECURES CONTAINS PROVISIONS ALLO THE INTEREST RATE AND MONTHLY PAYMENT	WING FOR CHANGES IN
THIS MORTGAGE ("Security Instrument") is given on February 26. The mortgagor is CARMINE NACCARATO and ELIZABETH NACCARATO, HIS MIR	,1993
This Security Instrument is given toSHEARSON LEHMAN HUTTON MORTGAGE CORPORTION OF AN ART OF THE PRINCIPLE OF THE PRINC	("Borrower"). RATION which is a 4880 HALLMARK PARKWAY of Thurse. Hundred Thousend, and obt is evidenced by Borrower's note.
dated the same date as this Security Instrument ("Note"), which provides for monthly pay paid earlier, due and r ays ble on	ments, with the full debt, if not his Security instrument secures to security instrument secures to security of a under this Security instrument Lender the following described

THAT PART OF THE SOUTH 1/2 CF LOOTHWEST 1/4 OF SECTION 13, TOWNSHIP 42 HORTH. RANGE 9, BAST OF THE THIRD VRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF HARRINGTON ROAD AT ITS INTERSECTION WITH THE WORTH LINE CO SAID 1/2 OF SOUTHWEST 1/4 (SAID POINT OF BEGINNING 50.3 PRET EAST OF MORTHWEST CORNER OF SAID SOUTH 1/2 OF SOUTHWEST 1/4); THENCE SOUTH ALONG THE SAID MAST RIGHT ON WAY LINE OF ROAD, A DISTANCE OF 300.0 PEET: THENCE BAST ON A LINE PARALLEL NITH THE SAID WORTH LINE OF SOUTH 1/2 OF SOUTHWEST 1/4 A DISTANCE 639.42 FEET; THEN'T NORTHEASTERLY ON A LINE FORMING AN ANGEL OF 121 DEGREES 14 MINUTES TO THE RIGHT WITH THE LAST DESCRIBED LINE A DISTANCE OF 350.02 FEET TO A POINT ON THE NUTLE! LINE OF SAID SOUTH 1/2 OF SOUTHWEST 1/4 THAT IS 812.4 PEET BAST OF THE FOUNT OF BEGINNING; THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 A DISTANCE OF -lart's Office \$13.4 PEST TO THE POINT OF BEGINNING, ALL IN BARRINGLON TOWNSHIP COOK COUNTY, ILLINOIS.

PIN: 01-13-301-002-0000

74 K325/Q2027/29/ 2/2

(Street) **ICHVI**

Hinois 60010 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter ersoted on the proporty, and all sasements. 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 Sorrower 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. Sorrower warrants and will defend generally the title to the Property squinst all claims and demands, subject to any encumbrances of

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,

record. !LLINOIS - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT PASO(6IL (10/92) ILO1 (11/92)

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower is pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funde") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold 2. Funds for Taxes and Insurance. payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage 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 Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a tender reserve items. Lender may, at any eme, collect and note funds in an amount not to exceed the maximum amount a tender for a federally related mortgage loan may require for Borrower's escrive 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 future Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account. or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection 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, en annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

debit to the Fur us was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

If the Fur de held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such

case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon paymais for all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, it now paymais to paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any conde held by Lender at the time of acquisition or sale as a credit against the sums secured by

this Security Instrument.

3. Application of Prizments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applicat first, to any prepayment charges due under the Note; second, to amounts payable under

paragreph 2; third, to interest due; four i, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Burr wire shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in pai tgraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrowir shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments all paid, Borrower shall promptly furnish to Lender receipts evidencing the payments.

payments.

Borrower shall promptly discharge any lien vinich has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secure. If y the fien in a manner acceptable to Lender; (b) contests in good faith the filen by, or defends against enforcement of the linn in, legal proceedings which in the Lender's opinion operats to prevent the enforcement of the filen; or (c) secures from the holdry. If the filen an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender may give that any part of the Property is subject to a filen which the security instrument. I ender may give Porrower a potton identifying the lien. Borrower 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 vithin 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall see the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the true. "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This Incurarice shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance about be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain borrorage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in coverage with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall not de a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, flori ower stall 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 project 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 issuened, the insur ance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess pair to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance can be has offered to settle a olaim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore fire Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when this notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal the or extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the priments. 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 acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrowei's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal resident within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be 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 Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the illon 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 default if Borrower, during the loan application process, gave materially false or inacourate information or statements to Lender (or falled 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

Initials CA EM-FNMA/FHLMC Form 3014 (9/90) (page 2 of 4 page

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the Property (such as a proe Jaws 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 Cander's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appealing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Attribugh 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 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 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 Lendar.

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

If the property is abandon all 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. Candler is authorized to collect and appt, 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

personner or medification of amortization of the sum, secured by this Security instrument, where it within any application of proceeds to principal shall not extend or postpone the due date of the monthly payment, referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbestance By Lender Not a Walver. Extension of the time for payment or medification of amortization of the sum, secured by this Security instrument granted by Lender to any successor in inversat of Borrower shall not operate to release the intelligy of the original Borrower or Borrower's successors in interest. Lender what not the required to commence proceedings again () any Juccessor in interest or refuse to extend time for payment or open-wise modify amortization of the sums secured by this murity instrument by reason of any demand made by the original Borrower or Surrower's successors in interest. Any forbeataline by Lander in exercising any right or remedy shall not be a waiver of or precises the everage of any night or ternedy.

12. Buccessors and Assigns Bound; Joir t and Several Liability; Co-signers.

and agreements of this faculty instrument unall bind and benefit of allocated and assigns of Lender and Borrower, subject to the provinces of paragraph 17. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs This factor ty new ment to the province the hote (a) is co-signing into Security Instrument only to mortgage, great and provincy in at Scoroper's interest in the Property under the terms of this Smarry Instrument. (b) is not personally obligated to pay the forms secured by this secure, it strument and its agrees that Lander and invitation Borrower may agree to extend, modify instance in make any excommodescence with regard to the terms of this Security / sutrument or the Note without that Borrower's

13 Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan The permitted of the confected in the interest of other loan charges of sect of or to be collected in connection with the permitted them; then its any such toan charge shall be reduced by the amount recessary to reduce The contract of the part of the part of the property of the property of the property of the part of th

reasons to the first mess may arrest applicable to a requires use of another method. The notice shall be directed to the Property accuracy in any affect which the property designates by notice to Lender. Any notice to Lender shall be given by first class mail to

Accurate to any times septiment designates by notice to Langer. Any notice to Langer shall be filled by this class mail to be address transfer a septiment straight when or any other endorses transfer designates by notice to Borrower. Any notice remained for in this decumy instrument shall be governed in his elegant to have been given to Borrower or Lander when given as provided in this judgraph.

15. Governing Law Severability. This Security instrument shall be governed by federal fire and the law of the jumphiscence in which the Property is received in the event that any provision or clause of this Security Instrument or the Note confines with appreciation in a such confines with appreciation as such confines. green where where the confering provision. To this end the provisions of this Security instrument and the Note rie unclared to

15. Borrower's Copy. Burrower shall be given one conformed copy of the Note and of this Security Ast ument 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any others in dissold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person welcout Lander's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of

the date of this Security Instrument.

Lender exercises this option. Lender shall give Borrower notice of ecceleration. The notice shall provide a period of not less than 30 days from the data 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.

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 or a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may

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FMMA/FHLMC Form 3014 (9/90) (page 4 of 4 pages) (26/11) (3107) PASO461L (10/92) My Commission Expites 1-8-85 Notary Public, State of Himois BONNIE 1. WILLER "OFFICIAL SEAL" Notary Public My commission Expires: 1-8-65 Given under my hand and official seal, this LEBROPKY, **u**197 TETE (see and voluntary act, for the uses and purposes therein set forth. sa tnemuttani bias ett betavileb bna bengis this day in person, and acknowledged that **JHE**X personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared being entering the foregoing instrument, and the foregoing instrument is a few sections and the foregoing instrument is a few sections and the few sections are sections are sections and the few sections are sections and the few sections are sections are sections are sections and the few sections are sections and the few sections are secti CARMINE NACCARATO and ELIZABETH NACCARATO, HIS WIFE said county and state do hereby certify that not bus ni oliving vistoM s VIUI. CODNIA 28: COOK STATE OF ILLINOIS Space Below This Line for Acknowledgement! 10W0110B-(Seal) sewossoB-(lse2) Borrower ABETH NACCALATO (IReS) **темот10**8 (1862) instrument and in any rider(s) executed by Borrower and records d wit i it BY SIGNING BELOW. Borrower accepts and agrees to the trying and coversaris contained in this Security Other(s) [specify] Second Home Rider Fath Improvement Rider :ebiR noolis8 ☐ Graduated Payrnent Pider Biweekly Payment Rider Planned Unit Development Pides 1-4 Family Rider Condominium Rider tebifi etafi eldataujbA IX... Cyeck spplicable box(es)] aupplement the coverage and agreen e.1.5 of this Seculty instrument as it the iden(s) were a part of this Security instrument. Security instrument without charge to Borrower Borrower shall pay any recordation costs.

23. Waiver of Hom istead. Sorrower waives all right of homestead exemption in the Property.

24. Piders to this Such this of the Property. It one or more riders are executed by Borrower and recorded together with this Security instrument; in the opening and specification of each rider shall be incorporated into and shall amend and in this paragraph 20. "Environmental Law" means lederal laws and laws of the jurisdiction where the Property is located that tales to the presting asiety or environmental protection.

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to accelerations. An ACON-UNIFORM COVEMANTS. Benevat and Lender turther covenant and agree as follows:

21. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration of the default; (c) the default in this Security Instrument (but not provides otherwise). The notice are 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 rotice are provided in the notice may result in and asie of the sums secured by this Security Instrument, foreclosure to the rotice may result in and asie of the sums accused by this Security Instrument, foreclosure of the right to reinstate after a consideration of the rotice shall further inform Borrower of the right to reinstate after any defense to at before any defense. It the default is not establing the reinstate after the rotice. Lender at its option may require immediate payment in full of all sums secured. An interment in this paragraph to collect all expenses incurred in the strument by the defense the default in this paragraph. It including, but not limited to, reasonable and only in the sums security instrument, Lender stall expenses incurred in the sums of the collect and stall in a paragraph.

22. Release and costs of this evidence. Release. Ut or payment of all sums secured by this Security Instrument, Lender shall release this .ZZ pesticides and herbicides, voletile solvents, materials contairing sabestos or formaldehyde, and radioactive materials. As us in this paregraph 20, "Environmental Law" means federal laws and laws of the judadiction where the Property is located that 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 pertoleum products, toxic by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic pertoleum products, toxic necessary remedial actions in accordance with Environmental Law governments) or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Burrower has actual knowledge. If Borrower leams, or is notified by any governmental or regulatory suthority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawauit, or other action by any Appropriate to normal residential uses and to maintenance of the Property. presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be 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 Scrower shall not cause or permit the presence, use, disposal, storage any other information required by applicable law.

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, unrelated to a sale of the Note, if there is a change of the Loan Servicer unrelated to a sale and applicable law. The notice will state the nation written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain nature and address of the naw Loan Servicer and the address of the notice will also contain

UNO PADITO STABLIE RAITE RIDER PY OF THE COLOR

THIS ADJUSTABLE RATE RIDER	is made this 26th day of February	. 19 93
and is incorporated into and shall be deemed	to amend and supplement the Mortgage, Dec	ed of Trust or Security Deed
(the "Security Instrument") of the same date (given by the undersigned (the "Borrower") to ${f s}$	ecure Borrower's Adjustable
Rate Note (the "Note") to SHEARSON LEHMA	AN HUTTON MORTGAGE CORPORATION	
A DELAWARE CORPORATION		
(the 'Lender") of the same date and covering	the property described in the Security Instrum	ent and located at:
HOUTE & BARRINGTON ROAD	BARRINGTON HILLS, IL 60010	
	(Property Address)	•

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTERESTRATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.8750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RAZE AND MONTHLY PAYMENT CHANGES

(A) Change Date;

The interest rate I will my may change on the first day of March , 19 96 , and on that day every 12th month thereafter. Fach date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Chang. Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The nost 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 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 rate by adding Two and Three fourths percentage points (2.7500 %) to the Curre it index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (a.25%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next C'honge Date.

The Note Holder will then determine the amount of the rao thly payment that would be sufficient to repay the unpaid principal 1 am expected to owe at the Change Date in ull on the maturity date, at my new interest rate, in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will now the greater than 10.8750 % or less than 4.8750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.8750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the arrount 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 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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; 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.

MULTISTATE ACCUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument PA9052 (7/85)

Form 3111 3-85

Lender releases Borrower in writing. this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless able to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in sent to the loan assumption. Lender may also require the transferce to sign an assumption agreement that is accept-To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's con-

without further notice or demand on Borrower. sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

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

Rate Rider.

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(Scal) —	- 10/40/JQ-A
(Seal)	Borrower - Barrower - Borrower -
(Scal) (Scal)	Bottower - CARMINE NACCARATO Bottower - ELIZABETH NACCARATO
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