

BOX 400

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of pay...

THE MORTGAGOR COVENANTS

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note...

or in accordance with covenants contained in the Mortgage. The amount that shall be secured hereby when advanced to pay the security...

THREE HUNDRED FOURTEEN THOUSAND AND FOUR HUNDRED AND NO/100 Dollars (\$ 314400.00)

(2) Any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and satisfaction of this Mortgage...

(b) This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof...

(1) 1366.72, commencing the day of MAY 1ST 1993

ONE THOUSAND THREE HUNDRED SIXTY-SIX AND 72/100 Dollars (\$ 262000.00)

(1) (a) The payment of a Note executed by the Mortgagee to the order of the Mortgagee bearing the date hereof in the principal sum of TWO HUNDRED SIXTY-TWO THOUSAND AND NO/100 Dollars...

TO SECURE the said property, with said building, improvements, fixtures, appurtenances, fixtures, appurtenances, apparatus and equipment and with all the rights and privileges hereunto belonging...

TO HAVE AND TO HOLD the said property, with said building, improvements, fixtures, appurtenances, fixtures, appurtenances, apparatus and equipment and with all the rights and privileges hereunto belonging...

holders and owners paid off by the proceeds of the loan hereby secured together with all payments and interest, issues and profit of said premises which are hereby pledged, assigned, transferred and conveyed to the Mortgagee...

together with all buildings, improvements, fixtures or appurtenances, or of hereafter erected thereon or placed thereon, including all rights, fixtures, or articles, whether in single unit or centrally controlled, used to supply heat, gas, air conditioning, water, electric power, telephone, television, or other services...

together with all buildings, improvements, fixtures or appurtenances, or of hereafter erected thereon or placed thereon, including all rights, fixtures, or articles, whether in single unit or centrally controlled...

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INSURANCE AG... 800 EAST HIGGINS ROAD SCHAMBERG, IL 60173

0351181818 102

Adjustable Rate Mortgage

Loan No. 01-67527-30

THIS INDENTURE WITNESSETH: That the undersigned

CAPITOL BANK AND TRUST

STATE OF ILLINOIS

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the

902 hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAIGIN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS

SECTION 20, TOWNSHIP 40 NORTH, RANGE 14-EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3739 N. JANSSEN, CHICAGO, ILLINOIS 60613-3701.

PERMANENT INDEX #14-20-114-009

County Clerk's Office

... shall be satisfactory to the Mortgagee and insurance policies shall remain with the Mortgagee during said periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptionist, or any grantee in a deed pursuant to foreclosure, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder; and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full, (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof, (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission; to act, (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (8) Not to make, suffer, or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on conditional sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property, (9) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises, (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage, (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a pro rata portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds or its own funds for the payment of such items, (b) be carried in a savings account and withdrawn by it to pay such items, or (c) be credited to an unpaid balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same accrual and become payable. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.

C This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted, that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in accounting moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

E That it is the intent hereof to secure payment of said note and obligation, whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, or in the event there is an assignment of the beneficial interest in said property, the Mortgagee may, without notice to either the guarantors of the note hereby secured or the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Guarantor or Mortgagor, and may forebear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or the guarantee of the debt secured hereby.

G That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagee shandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of or any part of the property covered by this mortgage, or in the event the mortgagor fails to comply with the terms of a condominium by-law or condominium declaration recited against the property secured hereby, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness; any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

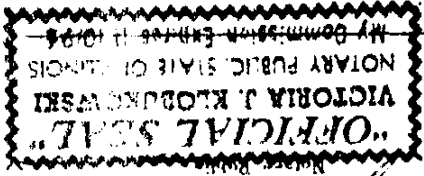
H If Borrower ceases to occupy the property as his/her principal residence or if the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of this lien or of which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fee so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage, and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the litigation, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness together due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J All assignments, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute trust and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued, Mortgagee shall however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

OF CRAGIN FEDERAL BANK FOR SAVINGS



RICHARD I. LAHNS BY THIS INSTRUMENT WAS PREPARED BY

NOVEMBER 10, 1996 MY COMMISSION EXPIRES

Handwritten signature of Richard I. Lahns

GIVEN under my hand and Notarial Seal, this 29TH day of MARCH 1993

Paul M. Warner, a corporation, and personally known to me to be the Trust Officer of CAPITOL BANK AND TRUST and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sharon K. Crowley

As Trustee as aforesaid and not personally By Sharon K. Crowley Trust Officer

STATE OF ILLINOIS COUNTY OF COOK

ATTEST: Paul M. Warner Assistant Trust Officer

TR. NO. 902 DATED JULY 30, 1985 CAPITOL BANK AND TRUST

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused their records to be signed by Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer

As Trustee as aforesaid and not personally By Sharon K. Crowley Trust Officer

STATE OF ILLINOIS COUNTY OF COOK

ATTEST: Paul M. Warner Assistant Trust Officer

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STATE OF ILLINOIS COUNTY OF COOK

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As Trustee as aforesaid and not personally By Sharon K. Crowley Trust Officer

STATE OF ILLINOIS COUNTY OF COOK

ATTEST: Paul M. Warner Assistant Trust Officer

UNOFFICIAL COPY

93283550

Box 403

MORTGAGE

CAPITOL BANK AND TRUST

TR. NO. 902 DATED: JULY 30, 1985

CRAGIN FEDERAL BANK FOR SAVINGS

TO

PROPERTY AT: 3739 N. JANSSEN

CHICAGO, ILLINOIS 60613-3701

Loan No. 01-87527-30

CH3310

04/14/93

0006 MCH
RECORDING #
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10:52
33.00

04/14/93

0006 MCH

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Property of Cook County Clerk's Office

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE

93283550

33.00
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UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

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LOAN # 01-67527-30

ASSUMPTION RIDER TO MORTGAGE

DATED THE 29TH DAY OF MARCH, 19 93 BETWEEN LENDER,

CRAIG FEDERAL BANK FOR SAVINGS AND BORROWER,

CAPITOL BANK AND TRUST

TR. NO. 902 DATED: JULY 30, 1985

Notwithstanding any thing to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the transferee, only upon the express conditions as are hereinafter set forth:

1. Transferee completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferee qualifies for a loan in the amount and otherwise complies with Lender's loan criteria.
2. The Lender may in its sole discretion assess to the Transferee a fee in the amount of not more than three percent (3%) of the outstanding principal balance of the loan for and in consideration of allowing Transferee to assume Borrower's loan.
3. Notwithstanding the foregoing, the Transferee and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.
4. All of the other terms of the above described note and mortgage will remain in full force and effect.
5. The value of subject property must be at least as much at time of assumption as it was when loan was originally made. Such value is to be determined by taking the lesser of the purchase price (if applicable) or appraisal value. The appraised value shall be determined by Lender in its reasonable judgement and by an appraisal performed by an appraiser approved by Lender in its sole discretion. Lender, at its option, may require that the above mentioned appraisal be performed at Borrower's expense, irrespective of any other charges assessed by Lender.

IN WITNESS WHEREOF Borrower has executed this Rider the 29TH day of MARCH, 19 93.

CAPITOL BANK AND TRUST

BY: [Signature]
Trust Officer

ATTEST: [Signature]
Assistant Trust Officer

This instrument is executed by CAPITOL BANK AND TRUST, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST by reason of any of the covenants, representations or warranties contained in this instrument.

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LOAN NO. 01-67527-30

This Conversion Rider to Adjustable Rate Note and Mortgage is made this 29th day March, 19 93

and is incorporated into and shall be deemed to amend and supplement the Mortgage bearing even date herewith (the Mortgage) and given by the undersigned (the Borrowers) to secure Borrower's Note to Cragin Federal Bank for Savings (the Lender) of the same date (the Note) and covering the property described in the Note and Mortgage (collectively the Security Instrument) and located at 3739 N. Janssen

Chicago, IL 60613-3701

Property Address

In addition to the covenants and agreements made contemporaneously herewith between Borrower and Lender as reflected in the Security Instruments, Borrower and Lender further covenant and agree as follows:

1. Option to Convert to Fixed Rate.

The Note and Mortgage provide for adjustments to the interest rate paid by Borrower during the term of the loan. Notwithstanding the terms of said Note and Mortgage, Borrower and Lender agree that Borrower may convert his Adjustable Rate Note to a Fixed Rate Note subject to the terms and conditions hereinafter set forth.

A. Borrower may convert the interest rate under the terms of Note and Mortgage to a fixed interest rate for the remainder of the term of the loan. To exercise the option to convert, the Borrower must give written notice as otherwise provided in the Security Instruments to Lender of his exercise of the option to convert. Borrower's right to exercise the option to convert is subject to the satisfaction of the following conditions precedent the failure of any one or more of which the Lender may refuse to convert the Note and Mortgage to fixed interest rate:

- (a) The Borrower may convert his loan no sooner than the 13th calendar month and no later than the end of the 60th calendar month following the date of the Note and Mortgage indicated above.
(b) Cragin must receive Borrower's notice to convert no later than 30 days prior to the expiration of Borrower's option as set forth above in the absence of which Borrower's rights under this rider, at Lender's option, may be terminated. The date Lender receives such notice shall be the conversion date.
(c) Lender shall have received the sum of 2% of the then outstanding principal balance of Borrower's loan (the conversion fee) no later than 30 days after Lender's receipt of the notice to convert or the last business day of the Conversion Period, whichever first occurs.
(d) All the terms and conditions of the Note, Mortgage, and other applicable Security Instruments must be in full force and effect and shall not be in default on the conversion date.
(e) Borrower must satisfy such other terms and conditions, including underwriting criteria established by the Lender, as it pertains to fixed rate loans of like kind and nature which may be in effect now or on the conversion date.
(f) Borrower will execute and provide the Lender with such documents as may reasonably be necessary to convert the Adjustable Rate Security Instruments to the fixed rate provided herein.

2. Interest Rate. The interest rate to which Borrower may convert pursuant to the terms hereof shall be the interest rate in effect for Cragin's fixed rate loans at the time of Lender's receipt of the conversion fee.

3. Failure to Exercise. In the event Borrower fails to give notice to Lender of the exercise of his option to convert, or Borrower fails to pay the conversion fee, or the failure of Borrower to comply with any other term or condition of the Note, Mortgage, or any riders thereto, including the instant Conversion Rider, such failure will relieve Lender of any obligation to convert Borrower's Note and Mortgage to a fixed interest rate whereupon the Note and Mortgage shall remain in full force and effect.

4. Borrower further covenants, agrees and ratifies all of the remaining terms and conditions of the Note, Mortgage, and any and all other contracts and agreements which may exist between Borrower and Lender and acknowledges that the terms of the same are incorporated herein as if fully restated here at and shall remain in full force and effect, except as expressly provided in the instant Conversion Rider.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, caused to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Secretary this 29th day of March, A.D. 19 93

CAPITOL BANK AND TRUST
TR. #902 DATED JULY 30, 1985

As Trustee as aforesaid and not personally

ATTEST: Paul M. Warner
Assistant Trust Officer
STATE OF ILLINOIS
COUNTY OF COOK

By Sharon K. Crowley
Trust Officer

I, the undersigned, Victoria J. Klobukowski,

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sharon K. Crowley personally known to me to be the Trust Officer of CAPITOL BANK AND TRUST

a corporation, and Paul M. Warner personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and caused the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

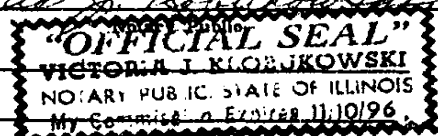
GIVEN under my hand and Notarial Seal, this 29th day of March, A.D. 19 93

MY COMMISSION EXPIRES November 10, 1996

Victoria J. Klobukowski

THIS INSTRUMENT WAS PREPARED BY RICHARD I. JAHNS

OF CRAGIN FEDERAL BANK FOR SAVINGS



513 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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Vertical text on the right side of the page, partially obscured by the seal, containing the words 'Official Copy' and 'Notary Public'.

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