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MORTGAGE

APPL# 001-30220051

APRIL 3, 1993 THIS MORTGAGE ("Security Instrument") is given on JOHN T KALOGEROPOULOS AND CYNTHIA J KALOGEROPOULOS, HUSBAND AND WIFE

The mortgagor is

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

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

THE UNITED STATES OF AMERICA which is organized and existing under the laws of address is 16 NORTH SPRING STREET, ELGIN, ILLINOIS 60120

, and whose

('Linder"). Borrower owes Lender the principal sum of

TWO HUNDRED THREE THOUSAND ONE HUNDRED FIFTY AND NO/130

Deliars (U.S. \$ 203,150.00

This debt is evidenced by Borrower's note dated the same date as this Security instrument ("Note"), which provides for MAY 1, 2023 monthly payments, with the full debt, if not paid earlier, due and payable on This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest advanced under paragraph 7 to

protect the security of this Security Instrument; and (c) the performance of Borrower's covenarts and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 140 IN BLOCK 11 IN CHARLEMAGNE UNIT NUMBER 1, BEING A SUNDIVISION IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1978, AS DOCUMENT 24,413,420, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 02-30-109-002

which has the address of 3810 N CHARLEMAGNE DRIVE, HUFFMAN ESTATES 60195 [Zip Code] Illinois ("Property Address");

[Street, City].

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personally known to me to be the same personally known to me to be the same person(s) whose name(s) whose name(s) ubscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THELE THELE THE DAY OF THE LESS AND DEFINE THE LESS AND DEFINE THE LESS AND DEFINED THE LESS AND DEFINE THE LESS AND DEFINED THE
JOHN T KALICEROPOULOS AND CYNTHIA J KALOGEROPOULOS, HUSBAND AND WIPE
STATE OF ULLINOIS, KANE , a Notary Public in and for said county and state do hereby certify had
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CYNTHIA I KALOCEROPOULOS CYNTHIA I KALOCEROPOULOS BOSTOWES
1041 1 KALOGEROPOULOS BORTOMERO BORT
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and a any rider(s) executed by Borrower and recorded with it. Witnesses:
24. Riders to 10/3 Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument of each such rider shall be incorporated into and shall amend and supplementally for covenants and agreements of each such riders) were a part of this Security Instrument. Check applicable box(es) Adjustable Rate Rider Ciraduated Payment Rider Ciraduated Payment Rider Batte Improvement Rider Ciraduated Payment Rider Batte Improvement Rider Condominium Rider Condominium Rider Ciraduated Payment Rider Condominium Rider
24. Riders to tels Security Instrument. If one or more riders are executed by Borrower and recorded together with this
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17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a 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 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 and the obligations secured hereby so the 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 most be payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and ramountive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Perrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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Horrower shall promptly discharge any hen which has priority over this Security Instrument unless Borrower, as agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) confests 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 an agreement satisfactory to Lender subordinating the lien to instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over 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 determines that notice identifying the lien. Borrower shall satisfy the lien or take one or

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 paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment aborrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. It borrower makes these payments directly, Borrower shall promptly furnish to Lender accepts evidencing the payments.

third, to interest due; fourth, to principal due; and last, to any late charges, fines and impositions attributed to the Property 4. Charges: Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property

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

Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lander, prior to the acquisition or sale as a credit against the sums secured by 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

Given payment in full of all sums seemed by this Seemity Instrument. Lender shall promptly refund to Borrower any

twelve monthly payments, at Lender's sole discretion

for the excess Funds in accordance with the requirements of applicable best. If the amount of the Funds held by Lender at any time is not sufficient to pay the Eseron lieus when due, Lender may so notify. Borrower in writing, and, in such case Borrower times not sufficient to pay the Eseron lieus when the, 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

Escrow Items. Lender may not charge Boxower for holding and applying the Funds, annually sualyzing the escrow account, or verifying the Escrow Items, unless Lender pay 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 amplicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall roal be required to pay Borrower any interest or earnings on the Funds. 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, however, that interests to the Funds and the purpose for which each debut to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. It the Funds held by Lender exceed the amounts permitted to be add by applicable law, Lender shall account to Borrower.

The Funds shall be held in as a stitution whose deposits are insured by a federal agency, insurancentality, or entity of entity fine Funds to pay the surface that spines it tenders and the Funds of its fine form to the fine for

Factory from or otherwise in accordance with applicable law

Lender on the day monthly payments are due under the Sote, until the Sote is paid in full, a sum ("Funds") for; on yearly leasehold payments and assessments which may attain priority over this Security Instrument as a ben on the Property; (b) yearly leasehold payments or ground reads on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly hazard or property insurance premiums. These items are called "Escrow thems." the provisions of mortgage insurance premiums. These items are called "Escrow thems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federality. Lender may, require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loan any require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of related mortgage loan any trong for Borrower's escrow account under the federal Real Estate Deficion of the Funds of trong estimate that applies to the Funds and teasonant mot to exceed the lesser amount. If so, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. If so, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, I ender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. It so, I ender may, at any time, collect and bold Funds in an amount not to exceed the lesser amount. It so, I ender may, at any time, collect and bold Funds and reasonable estimates of expenditures of future.

principal of and interest on the debt estdenced by the Sote and any prepayment and late charges due under the Borrower shall pay to

1. Payment of Principal and Interest: Prepayment and Late Charges, Borrower shall prompily pay when due the

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for majoral use and non-uniform covenants with limited and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and will defend generally the title to the Property as unencumbered, except for majoral use and non-uniform coverants with limited

BORROWER COVENAUS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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payments may no longer be required, at the option of Lender, if morgage instrained coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- **9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the 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 shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments effected to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance Ly 1 ender 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 of Borrower shall not operate to release the liability of the original Borrower or Porrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is or a personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges, If the loan secured by this Security Instrument is subject to a law which se's 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 amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing 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. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
 - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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8. Mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to mannian 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, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelth of the vearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to one-twelth of the vearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to one-twelth of the vearly mortgage insurance premium these payments as a loss reserved.

в. Мотидаде insurance. И Lender required mortgage insurance as a condition of making the loan secured by this Security

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

X Lender does not have to do so.

this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the respect, Lender's actions may metude paying any sums secured by a fien which has priority over this Security Instrument, aspearing in court, paying treatment and entering on the Property to make repairs. Although Lender may take action under this paragraph

leasehold and the tee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the essenants and agreements contained in the Security of the Property fails to perform the essential and agreements contained in the Property fails and agreements.

Borrower shall occupy, establish, and ure the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to o coupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender other the agrees in writing, which consent shall not be unreasonably withheld or unless extenuating circumstances exist which are beyond Porrower's control. Borrower shall not destroy, damage or impair the erion or proceeding, whether civil or corminal, is began draft in Lender's good faith judgment could result in forfeiture of the retion or proceeding, whether civil or criminal, is began draft in Lender's good faith judgment could result in forfeiture of the rune such a default and reinstale, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a male impair and reinstale, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling impair the lien created by the Security interest. Borrower material impairance of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if opporty or other material to provide Lender with any material information in connection with the loan evidenced by the Rotrower shall also be in default if the provide Lender with any material information in connection with the loan evidenced by the Rotrower shall comply with all the provisions of the loan evidenced by the Rotrower sequences in the Property as a principal residence. If this Security Instrument is on a lease of the loader with a rule Property with a flat provided to the Property as a principal residence. If this Security Instrument is on a lease of the loader with a flat comply with all the provisions of the lease. If notroyer feet title to the Property, the

6. Occupancy, Preservation, Matrienance and Protection of the Property; Borrower's Loan Application; Leaseholds.

munediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or prostoone the date of the monthly payments referred to an paragraphs I and 2 or change the amount of the payments. It under paragraph 21 the Prope ty 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

Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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.

option, obtain coverage to protect Lencer'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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including thousands or flooding, to which Lender requires This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's

UNOFFICIAL: COPY ADJUSTABLE RATE RIDER

(3 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 3RD day of APRIL , 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 HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

3810 N CHARLEMAGNE DRIVE HOFFMAN ESTATES, ILLINOIS 60195

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.625 %. The Note provides for changes in the interest rate and the monthly payments, as 10',00'/5:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MAY . 1996 , and on that day every 36th month thereafter. Each late on which my interest rate could change is called a "Change Date."

B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities ad us ed to a constant maturity of 3 years, as made available by the Pederal Reserve Board. The most recent Index figure evallable 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points (2.750%) to the Carrent 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 amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity 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 not be greate. than

4.625 %. 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 36 months. My interest rate will never be greater than

12.625 %.

(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 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.

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 transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

Property of Cook County Clark's Office (Ajuo jeuiBiao uBis) Borrower (Seal) Borrower (Seal) Borrower (Seal) Borrower (Seal) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

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

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or demand on Borrower.