# Residential Morigan NOFFICIAL COPY

Chase Manhattan Personal Financial Services, Inc. Known as Chaus Manhatlan of Illinois

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This document prepared by LINDA TROYKE-SHITH and should be returned to: CHASE MANHATTAN PERSONAL PINANCIAL SERVICES, INC. 1800 CORPORATE BLVD., SUITE 110 BOGA RATON, FL 33431 GROER . 2000888

94444288

DEMT OF RECORD (NO

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COOK COUNTY RECORDER

e This Line for Recording Self] .

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on | Way . The mortgagor is STANLEY MEYERS, HUSBAND AND WIFE MEYERS AND MARRIET

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

CHASE MANHATTAN PIRSONAL FINANCIAL BERVICES, INC. , which is organized and existing

, and whose address is noder the laws of BELAVARE

1420 KENSINGTON ROAD SUITE 116 OAK BROOK, IL 80521 Borrower owes Lender the principal sum of Three Hundred Thousand 1420 KENSINGTON ROAD SUITE 118

("Lender").

Dollars (U.S. \$ 300,000,00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Juno 1, 2024 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 covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the County, Illinois: following described property located in GOOK

ALL OF LOT 316 AND THE WEST 3.50 FEET OF LOT 317 IN CHARLEMAGNE UNIT 3, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 42 NORTH, RAUGE 12 EAST OF THE THIRD PRINCIPAL MERICIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN 1773 OFFICE OF THE REGISTRAR OF TITLES OF COOK Distriction of the contract of COUNTY, ILLINOIS, ON OCTOBER 25, 1967 AS DOCUMENT 295552D.

which has the address of :

DAUPHINE 2228

(Street)

MORTHERDOK

(CAY)

Illinois 60062 (ZIP Corta) ("Property Address"); P.1.184-05-404-039

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 Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

> Form 2014 6/80 MTOIIL

LOAN .

94444285

MEYER 2 10AM 4 2321 802870-8

INIPORM COVENANTS. Reference and broder covernment and agree a follows

1. Payment of Principal and Interpolated and base to harge for ower half nomplines when due the principal of and interpolated and late three for ower half nomplines when the form on the debt evidenced by the Note toward y personnel and late three for our base to Note toward y personnel and late three for our base to Note toward and the principal of any time to the Note toward and the principal of the Note toward and the late three for the Note toward and the principal of the Note toward and the late three for the Note toward and the principal of the Note toward and the late three for the Note toward and the Note towa

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bostower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Punds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument, as a hen on the Property; (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums; (discountly 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 "Escrowltems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escribb account under the federal Leal Ustate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C.R. 2601 et arg. ("RESPA"), unless another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and bold Funds in an amount not to exceed the leaser amount. Lender may estimate the

with applicable law The Punds 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 Ponds 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, Leider shall not be required to pay Horrower any interest or earnings on the Punds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to florrower, without charge, an annual accounting of the Funds, showing credits and debus to the Funds and the purpose for which

amount of Funds due on the basis of current data and reasonable estimates of expenditures of future listrow lients or otherwise in accordance

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

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Punds 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 Jor, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. By cower shall make up the deficiency in no more than twelve monthly payments, at I ender's sole discretion

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges que under the Note.

4. Charges; Liens. Borrower shall partial taxes, assessments, charges, fines and impositions attributable to the Property which may attain printity over this Security Instrument, and less chold payments or ground tents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that melow, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the paymen's.

Borrower shall promptly discharge any lien which has priority over this Security Instrument, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a man'er acceptable to Lender; (b) comests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lorder's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender sub-in/mating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

All insurance policies and senewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not

made promptly by Borrower.

Unless Lender and Burrower otherwise agree in writing, insurance proceeds shall be copiled to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is no be sened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be a pixel to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may see the proceeds to repair or 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.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall no extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. It under of agraph 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; Borrower's Loan Application; Lerseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Society Instrument, and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupying, 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 judgment could result in forfeiture of the Property or otherwise materially impair the tien 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 distitioned 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 inaccurate information or statements to Lender (or failed 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 merger in writing

7. Protection of Lender's Rights in the Property. It Borrower fails to perform the covenants and agreements contained in this Security introduction, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptor). public, for condemnation, or torfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect 🚾 value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a beis which has feority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make tepasis. Atthough Lender may take action under this paragraph 7, I ender 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 dishursement 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 Ioan secured by this Security Instrument Borrower shall pay the premiums required to maintain the mortgage susurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or coases to be in effect. Bottower shall pay the premiums required to obtain coverage substantially equivalent to

offect, from an alternate interior and a sum equal to one twenty of the property of the surface interior is not available. Burrower shall pay to Lander each month a time equal to one twenty in the yearly navigage manage previously burrower when the maurance diverage lapsed or ceased to be in effect. Lander will accept, the mid retain these payments as a loss reserve in lieu of mortgage magrante. Loss receive havingste may no honger be required, at the colling of Londor, if mortgage incurance coverage (in the amount and for the period that finder requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the plantante required to manican mortgage insurance in affect, in to principe a loss isserve, until the requirement for mortgage visitance ands in accordance with any written agreement between Horrower and Lander or applicable law

9. Inspection. I ender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give thorower 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 beenly 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 Horrower. In the event of a partial taking of the Property in which the last 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 unmediately before the taking, unless Borrower and Lender otherwise agree in writing, 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 units secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any helence shall be paid to formwer. In the event of a pertial taking of the Property in which the fair market value of the Property intraediately before the taking is less than the amount of the same secured mimediately before the taking, unless florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the projected 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 Horrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or settle a claim for danuages, 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 in restoration or repair of the Property or to the same secured by this Security Instrument, whether or

not then due

Unless Lender and four ower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date

of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments

11. BorrowerNot Research: Forbearance By Lander Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Tectric Instrument granted by Londor to any successor in interest of florrower shall not operate to release the fishility of the original florrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to e te at time for payment or otherwise modify aniortization of the sums secured by this Security Instrument, by reason of any demand made by the regular Borrower or Borrower's successors in interest. Any forbestance by Lender in exercising any right or remedy shall not be a watver of or proclimar the exercise of any right or tunsedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants 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. Sorrower's covenants and agreements shall be joint and several. Any Burrower 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 not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lervier and any other Horrower may agree to extend, modify, forboar or make any according amount of the terms of this Socurity 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 sets maximum loan charges, and that law is

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is

13. Loan Charges. finally interpreted so that the interest or other loan charges injected 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 processary to reduce the charge to the permitted limit; and (b) any sums atready collected from Borrower which exceeded permitted fimits will ar refunded to Borrower. Londer may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to occrower. 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 Horrower provided for in this Security fractument shall be given by deliveting 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 motice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Harower. 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 Instruction or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Flote which can be given a fect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Barrower's Capy, Borrower shall be given one conformed copy of the Note and or and Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower, If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a principle 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 ployable 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

retice or demand on Botrower

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; (7 (0)) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be use under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing inis Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Londer may reasonably require to assure that the tien 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 Servicet") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should

be made. The notice will also contain any other information required by 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 ramedial actions in accordance with Environmental I aw

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 radioactive materials. As used in this paragraph 20, "Environmental Law" means

federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVEN HT Hope ver and Leider of med evenual and ago 21. Acceleration: Remedies. "Lender shall give notice to Borrower prior to acceleration following florrower is breach of any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable loss 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 accured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borroner 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 mny foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded rogether with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a pair of this Security Instrument. [Check applicable box(es)] Adjustable Rate Lider Condominium Rider 1-4 Family Rider Graduated Paymeric Fider Planned Unit Development Rider Biweekly Payment Rider **Balloon Rider** Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW, Borrowe accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. (SEAL) (SEAL) (SEAL) Borrowe (SEAL)

State of Illinois

**\$\$**:)

County of COOK

the undersigned

County, in the State aforesaid, DO HEREBY CERTIFY THAT

, a negary public in and for said

MEYERS & HARRIET

HEYERS, NE, WILL

, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed scaled and delivered the said instrument as his free and voluntary act, for the uses and purposes therein ser forth.

GIVEN under my hand and official seal, this 6th

day of Nay

Notary F

My commission expires:

6/15/94

# UNOFFICIAL COPY

MEYERS LOAM # (232) 802870-8

# ADJUSTABLE RATE RIDER

(Extended/Initial Fixed Rate Period) (One Year Index - Interest Rate Cape)

THIS ADJUSTABLE RATE RIDER is made this 6th day of May 1894 , and is incorporated into and shall be deemed to arrend and supplement the Mortgage. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Horrower") to secure Borrower's Adjustable Rate Note to Chase Manhattan Personal Financial Services, INC.

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

5828 DAURNINE : NORTHBROOK, IL 60082

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTERESTRATE AND THE MONTHLY PAYMENT.
IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER.
IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.
THE NOTE LIMITS 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 INTEREST RATE AND MONTHLY FASMENT CHANGES

The Note provides for an initial interest rate of 7,0000 percent. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of June 1999 , and on that day every 12th month, therefore. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be black on an Index. The "Index" is the weekly average yield on United States Freasury securities adjusted to a constant make by of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The Index most recently available is the index published in the devided statistical release issued by the Federal Reserve Board with the closest date prior to the 45th day before the Change Date.

If the Index is no longer available, the Note Holder will choose a new index which is basis 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 2.7500 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 1/8 of 1 percentage point (0.125%). Subject to the limits stated in Section 4(D) 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.

94444255

# INOFFICIAL COPY .

#### MEYERS LOAN 0 (232) 602870

#### (D) Limit on the Interest Rate Changes

On the first Change Date the interest rate may not increase or decrease more than from the initial interest rate.

4 percentage points

On the second Change Date, and on each Change Date thereafter, the interest rate may not increase or decrease percentage points from the interest rate in effect immediately prior to the Change Date. Also, the interest 4 percentage points from the rate may not increase or decrease over the entire term of the loan more than initial interest rate.

My interest rate will never be greater than

11,0000 percent.

#### (li) Effective Date of Changes

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

#### (F) Notice of C) anges

The Note Hold a 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 any applicable law to be given me and also the title and telephone number of a person who will answer any questions. I may have regarding the notice.

BY SIGNING BELOW, Borrowel accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. of County Clarks

Witness

(Scal)

(Scal)

(Scal) Romawa

(Scal) · Borrower

SERRARA