

UNOFFICIAL COPY

Know All Men by These Presents, that

94581238

HERITAGE BANK

94581238

a Corporation organized and existing under the laws of the State of Illinois, with office in the City of Blue Island, County of Cook and said State, as ~~(TRUSTEE, MORTGAGEE)~~ for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby confessed, and the satisfaction of the indebtedness secured by, and the cancellation of all the notes described in, a certain ~~(TRUSTEE'S, MORTGAGE)~~ dated the 5th day of February, 1992, and filed for record in the ~~(RECORDER'S, RECORDERS)~~ office of Cook County, Illinois, on the 6th day of February, 1992 as the Document No. 92-079488 and recorded in said ~~(RECORDER'S, RECORDERS)~~ office in Book _____ of Records at Page _____, does hereby remise, convey, release and quit claim unto

HERITAGE TRUST COMPANY, as Trustee under Trust Number 92-4440

94581238

all the right, title, interest, claim, or demand whatsoever which it, the said ~~(TRUSTEE, MORTGAGEE)~~ may have acquired in, through, or by, the said ~~(TRUSTEE, MORTGAGEE)~~ to HERITAGE BANK the premises situated in the County of Cook and State of Illinois, therein described as follows, to wit:

94581238

LOT 46 IN RUFFLED FEATHERS, BEING A SUBDIVISION OF PART OF SECTION 27 AND PART OF THE NORTH HALF OF SECTION 34, ALL IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PER THE DOCUMENT RECORDED ON OCTOBER 7, 1991, DOCUMENT NUMBER 91-522-355.

P.I.N. Portions of 22-27-402-002, 22-34-201-002 and 22-34-200-002.

DEPT-01 RECORDING \$23.50
T#0014 TRAN 2107 07/05/94 13:54:00
#1424 AR *-94-581238
COOK COUNTY RECORDER

73 Ruffled Feathers Drive, Lemont, IL 60439

together with all and singular the appurtenances, improvements and privileges thereunto belonging or appertaining.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHOULD BE FILED WITH THE RECORDER OF DEEDS OR THE REGISTRAR OF TITLES IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

In Witness Whereof, the said HERITAGE BANK has caused its Corporate Seal to be hereunto affixed and THESE PRESENTS to be executed in its behalf as ~~(TRUSTEE, MORTGAGEE)~~ aforesaid, by its Vice President and attested to by its Assistant Secretary, at Blue Island, Illinois, this 10th day of June, 1994.

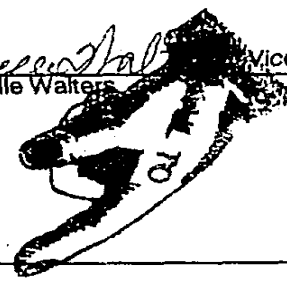
HERITAGE BANK,

as ~~(TRUSTEE, MORTGAGEE)~~

By Danielle Walters Vice President

Attest:

William Masterson
Assistant Secretary



23-50

This document was prepared by and Return to: Allen Bender
Heritage Bank
12015 S. Western Avenue
Blue Island, IL 60406

51404983C MFS

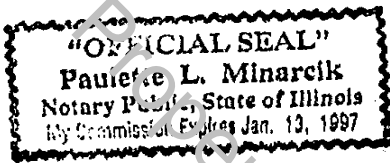
STATE OF ILLINOIS)
COUNTY OF COOK)

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I, the undersigned, a Notary Public in and for said county, in the State aforesaid do hereby certify that Danielle Walters as Vice President, and William Masterson as Assistant Secretary, of HERITAGE BANK, who are both personally known to me to be such officers and to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Assistant Secretary respectively, and as the free and voluntary act and deed of said HERITAGE BANK, as (~~TRUSTEE~~, MORTGAGEE) for the uses and purposes herein set forth.

And the said Assistant Secretary, being first duly sworn, on oath, deposes and says that the SEAL affixed to the foregoing instrument is the true and genuine Corporate Seal of said HERITAGE BANK, and was by (~~HIM~~) thereto affixed by virtue of the power and authority conferred upon (~~HIM~~) by the By-Laws of said Bank.

Given under my hand and Notarial Seal this 10th day of June, 1994.



Paulette Minarcik
Notary Public, Cook County, Illinois

Property of Cook County Clerk's Office

94581238

BOX

RELEASE DEED



Heritage Bank

AS (~~TRUSTEE~~, MORTGAGEE)

TO

enforcement of this Security Instrument (as defined in the definition of "Security Instrument" in the Note) shall have the right to have

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by

in it is sold or transferred for it a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person)

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

16. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument

declared to be severable.

can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are

conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

in this paragraph

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Note.

a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making

the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be

with the loan exceed the permitted limits, then (a) any such loan charges shall be reduced by the amount necessary to reduce

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection

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

Borrower's consent

forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

sums secured by this Security Instrument; and (c) agree that Lender and any other Borrower may agree to extend, modify,

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the

Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey that

paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

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

not be a waiver of or preclude the exercise of any right or remedy.

original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall

otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the

shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or

of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender

modification of any portion of the sums secured by this Security Instrument granted by Lender to any successor in interest

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

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

(Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make

are then due.

otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums

secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law

Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums

Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the

fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the

the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following

secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing,

which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums

Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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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 option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or 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. 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 use 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 not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, 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 lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or 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 the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce 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 Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

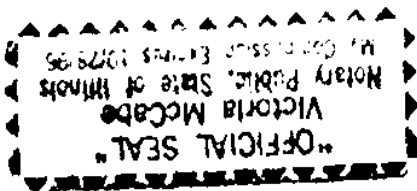
9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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Form 1014 9 90 (Part of a Packet)
 Notary Public, State of Illinois
 1 800 530 8303 FAX 618 781 1111

Form 1014 9 90



Name: TOE BANK ILLINOIS (SB)
 Address: 555 BUCKINGHAM BLVD, OMAHA, IL 62148

This instrument was prepared by

Victoria McCabe
 Notary Public

My Commission expires:

forth

Given under my hand and official seal, this 1st day of July, 1994, I, the undersigned, do hereby certify that Chris Chaidikas and Maria Chaidikas, Husband and Wife, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Chris Chaidikas and Maria Chaidikas, Husband and Wife, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, Cook County ss. _____
 I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Chris Chaidikas and Maria Chaidikas, Husband and Wife, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Chris Chaidikas (Seal) _____
 Maria Chaidikas (Seal) _____
 Witness: *Victoria McCabe*

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Balloon Rider
- Graduated Payment Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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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 shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower'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.

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

CHRIS CHIALDIKAS (Seal)

MARIA CHIALDIKAS (Seal)

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 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.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument described in C 1 above shall then cease to be in effect, and Uniform Covenant 17 of the Security Instrument shall instead be described as follows:

1. If Lender exercises the option to require immediate payment in full, 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.

2. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is 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 also may 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.

3. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is described as follows:

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

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

(B) Calculation of Fixed Rate
 My new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point of this Note (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my new interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the maximum rate stated in Section 4(D) above.

2002 10301465

ADJUSTABLE RATE RIDER

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(1 Year Treasury Index -- Rate Caps -- Fixed Rate Conversion Option)

ATCF22

THIS ADJUSTABLE RATE RIDER is made this 1ST day of JULY, 1994, 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 TCF BANK ILLINOIS f.s.b. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9310 SOUTH 77TH COURT, HICKORY HILLS, IL 60457
(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.5%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of JULY, 1996, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded 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 the Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 6.5% or less than 4.5%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.5%, which is called the "Maximum Rate."

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to a Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below. The conversion can only take place on a date specified by the Note Holder during the period on or after the first (1st) Payment Date and ending on the sixtieth (60th) Payment Date. Each date on which my adjustable interest rate can convert to the new fixed interest rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice, as the Note Holder requires, that I want to do so and arrange with a representative of the Note Holder for an appointment to sign and deliver this notice personally; (ii) I must meet the current FNMA/FHLMC