nt, was prepared by:

Mail to: TCF Consumer Financial 6334 West 95th Streat Oak Lawn, IL 60453

ASVA NEST WITH SYREET TAR FAUNT TE SOUSS

1.34(4)

MORTGAGE

94357548

THIS MORTGAGE is made this 18 (H) day of (94), between the Mortgagor, ROPERT A GIVEAU ARRIVOUSED E DIREGE, RUSBOND OUR WOFF (herein "Borrower"), and the Mortgagee,

TOT LAYSUMER TIMANCIAL OFFRICES, 1 40.

ca corporation organized and

existing under the laws of TEE, STATE OF MICHIGARY

whose address is 301 markers (11) AUE, BINNEAPORTS, ON-

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. 5 46,350.00 APRIL 18, 1994 and extensions and renewals which indebtedness is evidenced by Borrower's note dated thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, AFREL 25) 1009 if not souner paid, due and payable on

TO SECURE to Len ler the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverie and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK . State of

LOT 26 IN PANOZZO'S SUBDIVISION, THE NORTH 1/2 OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE TRIRD PRINICPAL MERIDIAN, ACCOUNTS TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 14, 1955 AS DOCUMENT NUMBER 1587698.

PTH : 25-29-303-011-0000

DEPT-01 RECORDING T#0000 TRAN 7291 04/21/94 10:16:00 C/OPTS OFFICE **‡5600** ♣ *-94-357548 COOK COUNTY RECORDER

WINES ATTACHED NERFTO IS NAME A PART HUREOF.

12333 3 1000619)

CALUMET PACK

which has the address of 35543

(Street)

[Cry]

Illinois

(herein "Property Address");

Hic Code;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record. 0.15-045-0166014

ILLINOIS-HOME IMPROVEMENT - 1/80 - FRANKFIRMS UNIFORM INSTRUMENT

LND 35 (8/87) IL

UNOFFICIAL COPY

STATE OF ILLINOIS, 1. JEFF THORESON 2. a Notary Public in and for said county and state, do hereby certify that to me to be the same personally known to me to be the same person and search and search and search and delivered the said instrument, appeared before me this day in person and acknowledged that T he Y signed and delivered the said instrument, appeared before me this day in person and acknowledged that T he Y signed and delivered the said instrument as	(Space Better This Line Messened for Lender and Recorder)
STATE OF ILLINOIS, (2000) (2	
STATE OF ILLINOIS, (2000) (2	
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STATE OF ILLINOIS, (2000) (2	
JEEF THORESON 1. JEFF THORESON 2. A Motary Public in and for said county and state, do hereby certify that personally known to me to be the same personally known to me to me to be the same personally known to me to persona	A NOTARY PUBLIC, STATE CF IL JIN OIS {
COOK County ss: 1. JEFF THORESON 2. a Notary Public in and for said county and state, do hereby certify that to me to be the same personally known to me to be the same person and acknowledged that T be Y signed and delivered the said instrument as appeared before me this day in person and acknowledged that T be Y signed and delivered the said instrument as appeared before me this day in person and acknowledged that T be Y signed and delivered the said instrument as appeared before me this day in person and acknowledged that T be Y signed and delivered the said instrument as	OFFICIAL SEAL" { Notaty Public
STATE OF ILLINOIS, 1. JEFF THORESON 2. a Notary Public in and for said county and state, do hereby certify that to me to be the same personally known to me to be the same person at a cknowledged that The Y signed and delivered the said instrument, appeared before me this day in person at a acknowledged that The Y signed and delivered the said instrument as	Oiven under my hand and official seal, this TRIL Any of APRIL. 1994
STATE OF ILLINOIS, L. JEFF THORESOM . a Motary Public in and for said county and state, do hereby certify that	personally known to me to be the same presonts) whose name(s) ARE subscribed to the foregoing instrument
JARC100-	
JAROJIOG-	STATE OF ILLINOIS, COOK County ss:
The state of the s	A CALLA C. S. CALLACALLA ——Banone
Lindle Lindle A To 1840A	He to the state of
Just 01-16.8	1 201718
la Witness Wherede, Borrower has executed this Morigage.	[A WITNESS WHEREOF, Borrower has executed this Mortgage.
Bortower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Mortgage, to Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.	priority over this Mortgage to give Motice to Lender, at Lender's address set forth on page one of this Mortgage, of an

MORTGAGES OR DEEDS OF TRUST AND FORECLOSURE UNDER SUPERIOR REQUEST FOR MOTICE OF DEFAULT

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon. take possession of and manage the Property and to collect the rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

21. Welver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

charge to Borrower. Borrower shall pay all costs of recordation, if any.

account only for those rents actually received.

10. Berrower Not Release. Ferbell and Dy Lander Net. Walves, Extinside or the time for payment or medification of amortization of the sums secured by this Mortgage grantou by the time for payment or medification of amortization of the sums secured by this Mortgage grantou by the time for payment or contents and manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided her in and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be dremed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law: Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Betrower's Copy. Borrower with be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Sorrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agree next which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have prainst parties who supply labor, materials or services in connection

with improvements made to the Property.

16. Transfer of the Property. If Borrower sells or t/ans ers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted. Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due way sayes secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12/series specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the potice is mailed to Borrower, by which such breach must be cured; and (4) that fallure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of fareclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

indebtedness evidenced by the Mote and late charges as provided in the Mote. 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid 3. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay

deed of trust if such holder is an institutional lender. such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make

and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender the Funds to pay said taxes, assesyments, insurance premiums and ground tents. Lender may not charge for so holding insured or guaranteed by a Federal at state agency (including Lender if Lender is such an institution). Lender shall apply If Borrower pays Funds to Lendor, the Funds shall be held in an institution the deposits or accounts of which are

Funds are pladged as additional security for the sums secured by this Mortgage. the Funds shewing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender

they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly refail to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments it surance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of to cer, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

Lender shall apply, no later than impiediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under paragrach 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Upon payment in full of all sams secured by this Mortgage. Lender shall promptly refund to Borrower any Funds Lender may require.

3. Application of Payments. Unices applicable law provides otherwise, all payments received by Lender under held by Lender at the time of application as a credit against the sums secured by this Mortgage.

Borrower under paragraph 2 hereof, then to in trist payable on the Note, and then to the principal of the Note. the Note and paragraphs I and 2 hereof shall by applied by Lender first in payment of amounts payable to Lender by

under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments whim due Borrower shall pay or cause to be paid all taxes. 4. Prior Morigages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations

5. Hazard insurance. Bortower shall keep the improvements now existing or hereafter erected on the Property Mortgage, and leasehold payments or ground rents, if an essessments and other charges, lines and impositions attributable to the Property which may attain a priority over this

equire and in such amounts and for such periods as Lender new cquire. insured against loss by fire, hazards included within the term Vertended coverage", and such other hazards as Lender

acceptable to Lender and shall include a standard mortgage clause in laster of and in a form acceptable to Lender. that such approval shall not be unteasonably withheld. We maintened but tenenals the staff be in a form The insurance carrier providing the insurance shall be chosen by Parower subject to approval by Lender; provided.

In the event of loss. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make эдидээс эссиний адгеением мэн и рен и рэср разоноо баго нь эконий и расийн э Lender shall have the right to hold the policies and renewals thereof, subject forms of any mortgage, deed of trust

If the Property is abandoned by Borrower, or if Borrower fails to respond to Londer within 30 days from the date proof of loss if not made promptly by Borrower.

or to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property notice is mailed by Lander to Borrower that the insurance carrier offers to settle a claim for isurance benefits. Lender is

tions of the condominium or planned unit development, and constituent documents. declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mongage is on a leasehold. If this Life, tgage is on a unit sower shall keep the Property in good regain and shall not commit waste or permit impairment or deterioration of the 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Bevelopments, Bor-

insurance as a condition of making the loan secured hy this Morigage, Borrower shall pay the premiums required to reasonable attorneys fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Bortower, may make such appearances, disbutse such sums, including Morigage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. It Bottower fails to perform the covenants and agreements contained in this

terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Bortower secured by this Mortgage. Unless Borrower and Lender agree to other Any amounts dispussed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall Borrower's and Lender's written agreement or applicable law. maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with

-gragory off in resisting about a beticler provided that Lender shaff give Borrower notice prior to any such inspection specifying reasonable cause therefor 8. Inspection, Lander may make or cause to be made reasonable entries upon and inspections of the Property. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

any condemnation or other taking frankeiteopent or national of for one hereby assigned and shall be promise tables abject to the free frankeite and shall be promise tables to the bond seal of the property over this following age. of tilust or other security agreelieu of condemnation, are award or claim for damages, direct or consequential, in connection with 9. Condemnation. The proceeds of any

UNOFFICIAL COPY

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

(Property Address)

AMENDED COVES AT. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree 1. follows:

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

Uniform Covenant 16 of the Security In arument is amended to read as follows:

16. Transfer of the Property or a Beneficial impress in Borrower, If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in their own is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three of a portion containing an option to purchase, Lender may, at Lender's option declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall m(i) Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the dute the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a side or transfer if. (1) Borrower causes to be submit, in a to Lender information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. (2) Lender reasonable, determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument it is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest ate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a row ition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

38 WITSESS WHEREOF, Borrower has executed this Due-On-Transfer Rider

Rolt A. Onel Scall
Borrower

Lucen & Elical (Scal)

Borrower

Meil to: TCF Connumer Financial 6334 Wool Sen Struct Oak Lawn, IL 20439 94357548

$\{ (\mathbf{t}, \mathbf{t}, \mathbf{t}, \mathbf{t}', \mathbf{t}') \in \mathbf{t} \in \mathbf{C}(\mathbf{t}, \mathbf{t}', \mathbf{t}') \mid \mathbf{t}' \in \mathbf{t} \in \mathbf{T}(\mathbf{t}', \mathbf{t}') \}$

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(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

THESE STREAMERS CARREST CARRY IN AGAMS

(Property Address)

The Note contains provisions allowing for changes in the interest rate whenever the "index rate" changes, and for annual adjustments to Borrower's payment amount, adjustments in the loan term or adjustment to Borrower's final payment amount.

ADDITIONAL COVERANTS.

In addition to the cive vants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

CHANGES IN PAYMENTS. MEDULE DUE TO INTEREST RATE CHANGES.

The Note provides for an initial annual interest rate of the 100 cm of the second also provides for changes in the interest rate and payment schedule as follows:

Borrower's rate will be a variable annual rate of \$\(\frac{1}{2}\,\theref{1}\) \& in excess of the highest U.S. Prime Rate published daily in the Wall Street Journal under "Money Rates", the "index rate"). If the index becomes unavailable, Lender will select, to the extent permitted by applicable laws and regulations, some other interest rate index that is comparable to the index and will notify Borrower of the change. Lender will recalculate and reset the annual interest rate each business day (excludes Saturday, Sunday and legal holidays), to reflect changes in the index rate. To figure the Annual Percentage Rate, Lender adds \$\(\frac{1}{2}\,\frac{1}{2}\,\frac{1}{2}\) percentage points to the index in effect the previous business day. Lender will change the Annual Percentage Rate on the first business day (excludes Saturday, Sunday and legal holidays) following the day that the index change is publicated. The interest rate will never be more than \$\(\frac{1}{2}\,\

[] Borrower's monthly payment will change annually on each annual ersary date of the first payment due date. Lender will determine the amount of the monthly payment that would be large enough to versay the unpaid principal balance of the Note plus interest on that amount in full by the final payment due date. Lender will give to Borrower's notice of any changes in the monthly payment at least 25 days (but no more than 120 days) before the date when the change becomes effective. Lender will use the interest rate in effect on the date shown in the notice of payment change (referred to bekin) to make this calculation. If the Note has not been paid in full by

Borrower will continue to make regular monthly payments until the unpute principal and interest due under the Note have been paid in full. Interest rate increases may extend the original payment schedule. If the Note has not been paid in full by

Borrower will pay the remaining unpaid principal and accrued interest in full on that date.

[] Borrower's final payment will be adjusted so that the unpaid principal and interest dur under the Note will be paid in full.

NOTICE.

Lender will give to Borrower a notice at least once each year during which an interest rate adjurtment is implemented without an accompanying change in the amount of the monthly payment. The notice will include the current and prior interest rates, a statement of the loan balance and other information required by law and useful to Borrower.

LOAN CHARGES.

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that 'av' is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted 'm' (s, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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 by the sted as a partial prepayment under the Note.

LEGISLATION.

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Variable Rate Rider (other than this paragraph) unerforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Variable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Variable Rate Rider.

Mall to: TOP Concurred Financial 6034 West ARth Street Oak Lawn, IL 60453

- Borrower

UND 0067 (5/92)

Property of Cook County Clark's Office

94327548