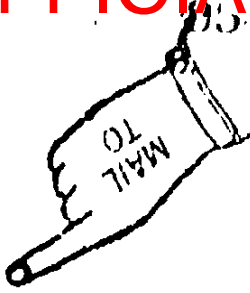


UNOFFICIAL COPY

DELIVER TO
BOX 166



DEPT-01 RECORDING 135.00
14666 TRAN 6907 07/18/95 15:04:00
1378 JJ *95-46605
COOK COUNTY RECORDER

Prepared by
THERESA SMITH
800 BURR RIDGE PKWY
BURR RIDGE, IL 60521-6486

95486605

[Space Above This Line For Recording Data]

MORTGAGE ADJUSTABLE RATE

5001048766

THIS MORTGAGE ("Security Instrument") is given on MAY 8, 1995 The mortgagor is
STANLEY R TOMALA AND DEBRA J TOMALA, HIS WIFE

("Borrower"). This Security Instrument is given to
STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose
address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632

("Lender") Borrower owes Lender the principal sum of
TWO HUNDRED THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 200,000.00)

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 JUNE 1, 2025

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 following
described property located in COOK County, Illinois:

LOT 4 AND 5 IN HILLCREST MANOR, A SUBDIVISION OF THE NORTH 20 ACRES OF
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PIN # 22-22-300-005-0000
PIN # 22-22-300-006-0000

which has the address of 14311 HILLCREST RD LEMONT (Street, City),
Illinois 60439 (Zip Code) ("Property Address");

ILLINOIS State Form FNMA FHL MC UNIFORM
INSTRUMENT Form 3014 9 90
Amended 5/91

2006(ILL) 44
MVP MORTGAGE FORMS REG 521 1293
Printed on Recycled Paper Page 1 of 6



SPT DJF
35 50 K
Ticor Title

1-472005 03 ELL

95486605

UNOFFICIAL COPY

Form 3014 9/90

TOGETHER WITH all the improvements now or hereafter created 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 COVEENANTS that Borrower is lawfully seized 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.

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the any monthly payments are due under the Note, until the Note is paid in full, a sum of "Funds" for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property; (c) any yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) any other mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

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 collect and hold Funds in an amount not to exceed the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 C.F.R. Section 203.201 et seq. (RESPA), unless another law that applies to the Funds sets a less amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an escrow account whose deposits are assured 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 returning the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan; however, applicable law provides otherwise. Unless an agreement is made to applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each dollar to the Funds was made. The Funds are placed 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. Funds 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 due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall promptly pay to Borrower any Funds held by Lender at the time of acquisition or sale as a lien 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; and last, to any late charges due under the Note.

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and less than payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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 payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, or consent in writing with the lien holder to the payment of the lien or to a lien in an amount satisfactory to Lender, subordinating the lien to another lien in favor of a lienholder. Borrower shall operate to prevent the lien holder from enforcing the lien in legal proceedings which in the Lender's opinion operate to prevent the lien holder from obtaining enforcement of the lien in a manner acceptable to Lender, or consent in writing with the lien holder to the payment of the obligation secured by the lien in a manner acceptable to Lender, or consent in writing with the lien holder to the payment of the lien or to a lien in an amount satisfactory to Lender, subordinating the lien to another lien in favor of a lienholder.

955-333-005

UNOFFICIAL COPY

this Security Instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item 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 improvements 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in a contract 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 give 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's 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



9/25/99
JST

UNOFFICIAL COPY

Form 1019 9-96

14. Notices: Notices to Borrower provided for in this Security Instrument shall be given by delivery of or by mailing to the first class address applicable the law, regardless of whether such address shall be directed to the Property. Address of any other address of Borrower, designated by notice to Lender. Any notice to Lender shall be given by first class mail to the person named in the notice.

15. Loan Changes: If the loan secured by this Security Instrument is subject to a law which requires a minimum loan charge, and that law is amended so that the amount of such charge is increased or decreased, then the amount of such charge shall be adjusted to conform with the amount of the amended law, and the amount of such charge shall be paid by the Borrower. The amount of such charge shall be paid by the Borrower at the time of the next scheduled payment due to the Lender, and the amount of such charge shall be paid by the Borrower at the time of the next scheduled payment due to the Lender.

16. Successors and Assigns Joint and Several Liability: Lender, its successors and assigns, the Borrower, its successors and assigns, and all persons who are named in this Security Instrument shall be jointly and severally liable for the performance of the obligations of the Borrower under this Security Instrument, and all persons who are named in this Security Instrument shall be jointly and severally liable for the performance of the obligations of the Borrower under this Security Instrument.

17. Borrower Not Released; Forbearance By Lender Not Waiver: Lender's forbearance in making any loan shall not be a waiver of or preclude the enforcement of this Security Instrument by Lender in exercising any right or remedy. Lender's forbearance in making any loan shall not be a waiver of or preclude the enforcement of this Security Instrument by Lender in exercising any right or remedy. Lender's forbearance in making any loan shall not be a waiver of or preclude the enforcement of this Security Instrument by Lender in exercising any right or remedy. Lender's forbearance in making any loan shall not be a waiver of or preclude the enforcement of this Security Instrument by Lender in exercising any right or remedy.

18. Condemnation: The proceeds of any award or judgment for damages, direct or consequential, in connection with any condemnation or other rising of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

20. Forfeiture: In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower.

21. Forfeiture: In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower.

22. Forfeiture: In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security Instrument, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower.

9516505

UNOFFICIAL COPY

Lender's address, stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflictive provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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 natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's interest 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:

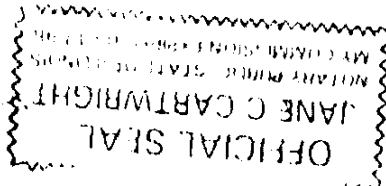
21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

95-100505

UNOFFICIAL COPY

Form J0119 9-90

Stanley B. Tomala



Notary Public, State of Illinois

appeared before me on this day in person and acknowledged that the foregoing instrument is his act and deed for the purposes therein set forth.

STATE OF ILLINOIS
County ss: [Blank]
Notary Public in and for said county and legal deputy county clerk

Witness my hand and seal this _____ day of _____, 1995.

Debra J. Tomala
Borrower

Stanley B. Tomala
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and all mortgages recorded by Borrower and recorded with it.

- 1. Adjustable Rate Rider
- 2. Hybrid Rider
- 3. Fixed Payment Rider
- 4. Assisted Payment Rider
- 5. Payment Deferral Rider
- 6. Escrow Rider
- 7. Other [Specify]
- 8. 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 riders were a part of this Security Instrument.

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

26. 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 recording costs.

27. Including, but not limited to, reasonable attorneys' fees and costs of title evidence.
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

95-100-100-100

UNOFFICIAL COPY

5001048766
ARM PLAN NO. 0011

ADJUSTABLE RATE RIDER Of Year Treasury Index Rate Caps

THIS ADJUSTABLE RATE RIDER made this 3TH day of MAY 1995 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

STANDARD FEDERAL BANK FOR SAVINGS
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14311 HILLCREST RD LEMONT ILL 60439
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL 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 PAYMENT CHANGES

The Note provides for an initial interest rate of 8.125% and the interest rate and the monthly payments, as follows:

The Note provides for changes in

B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JUNE 1, 2000 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities 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 day 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 **ONE AND THREE QUARTERS** (1.75) percentage points 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 3(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

822B

Form 3111 3/85

95101615



UNOFFICIAL COPY

Form 1111 (85)

Name

State

Name

State

Name

State

Name

State

Property of Cook County Office
STANLEY B. TOMASKA
STANLEY B. TOMASKA

THE SPONSORING FELLOW... (mirrored text)

...the borrower shall have the option to request... (mirrored text)

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

...the borrower shall not be covered by... (mirrored text)

NOTICE OF CHANGES

My new interest rate will be one effective on each Change Date... (mirrored text)

POINTS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first Change Date will not be greater than... (mirrored text)

9/21/14