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DATE OF RECORDING: 08/21/94  
COUNTY: COOK

Property of Cook County Clerks Office

(Place Above This Line For Recording Date)

MORTGAGE

Loan No. 117390

THIS MORTGAGE ("Security Instrument") is given on August 21, 1994 by EUGENIUSZ BRZUPAK, A BACHELOR

August 21, 1994

The mortgage is

(Lender). This Security Instrument is given to HOME FINANCE CORPORATION,

18557 TRAM SAUS DR/06/04 151191011  
14719 1.11 W-124 781191612  
COOK COUNTY ILLINOIS

which is organized and existing under the laws of THE STATE OF ILLINOIS and whose address is 526 MARKET LOOP, UNIT D, WEST DUNDEE, ILLINOIS 60118

("Lender") Borrower is to lend the principal sum of

Forty Nine Thousand Five Hundred and no/100

Dollars (U.S. \$ 49,500.00)

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 September 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT TAX NUMBER

03-24-100-044-1023

which has the address of 15 PEVER LAKE, UNIT 103 (Property Address):

PROSPECT HEIGHTS (Home Corp)

ILLINOIS Single Family FINANCIAL INSTRUMENT Form 3016 8-90



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DEPT-01 RECORDING 441.50  
197777 TRAN 5787 07/26/95 09:28:00  
40462 & 584 4-1-95 --435987  
COOK COUNTY RECORDER

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THIS SECURITY INSTRUMENT shall be subject to the provisions of the Uniform Real Estate Settlement Procedures Act of 1974 (RESPA) and all amendments, applications, and regulations thereunder. All the foregoing provisions of this Security Instrument shall be subject to the provisions of the Uniform Real Estate Settlement Procedures Act of 1974 (RESPA) and all amendments, applications, and regulations thereunder.

1. Payment of Principal and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due the principal 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 by a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may be levied on the Property, (b) yearly hazard or property insurance premiums, (c) yearly flood insurance premiums, (d) any yearly mortgage insurance premiums, if any, and (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in order of the payment of mortgage insurance premiums. These items are called "Escrow Items".

3. Funds Held by Lender. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require to collect and hold Funds in an amount not to exceed the lesser amount of (a) the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow payments or (b) the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future escrow payments.

4. Application of Payments. Lender shall promptly refund to Borrower any amount which is not sufficient to pay the Escrow Items when due. Lender may, at its option, apply the Funds to the payment of the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

5. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions which are levied on the Property which may attain priority over this Security Instrument, and shall pay all payments or ground rents, if any. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may be levied on the Property, (b) yearly hazard or property insurance premiums, (c) yearly flood insurance premiums, (d) any yearly mortgage insurance premiums, if any, and (e) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in order of the payment of mortgage insurance premiums.

6. Lien. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the enforcement of the lien or to a foreclosure proceeding which in the Lender's opinion operates to prevent the enforcement of the lien or to a foreclosure proceeding which in the Lender's opinion operates to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take any action necessary to discharge the lien within 15 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including theft 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 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 audit 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 advise within 10 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 10 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 tortfeasor 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 for 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 loan reserve in lieu of mortgage insurance. Loan reserve

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Lender

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1. The interest rate on the principal balance of the mortgage loan shall be the amount and for the period of time as set forth in the Note, and as may be amended or modified by Lender upon becoming available and is obtained. Borrower shall pay the interest on the mortgage loan as provided in the Note, and shall be deemed to have agreed to pay a loss reserve, until the requirement for mortgage insurance is satisfied, as determined by Lender and Lender or applicable law.

2. Inspection of the Property shall be made by a qualified contractor or other persons of the Property. Lender shall give notice to Borrower of the inspection, and the inspection shall be made as soon as practicable after the inspection.

3. Lender shall be liable for any damage, direct or consequential, in connection with any inspection of the Property, or the inspection of the Property, in lieu of indemnification, are hereby assigned and

4. The proceeds of the sale of the Property shall be applied to the sums secured by this Security Instrument in the order of priority set forth in the Note. 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 of the taking shall be paid to Borrower and Lender otherwise agree in writing. The sums secured by this Security Instrument shall be paid to the extent of the proceeds, multiplied by the following fraction: (a) the total amount of the sums secured by this Security Instrument immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. 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 immediately before the taking, the proceeds shall be paid to Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be paid to the extent of the sums secured by this Security Instrument, whether or not the sums are then due.

5. Lender shall give notice to Borrower that the conditions of the Note shall be applied to the sums secured by this Security Instrument within 90 days after the date the notice is given.

6. Lender shall be liable for any damage, direct or consequential, in connection with any inspection of the Property or to the sums secured by this Security Instrument, whether or not the sums are then due.

7. The proceeds of the sale of the Property shall not extend or be applied to the payment of interest on paragraph 1 and 2 or change the amount of such payments.

8. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment or modification of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not constitute a release of the original Borrower or Borrower's successors in interest. Lender shall not be required to extend the time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Lender's failure to exercise any right or remedy shall not be a waiver of or preclude the exercise of any other remedy.

9. Successors and Assigns Bound, Joint and Several, Liability, Covenants. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of applicable law. The covenants and agreements shall be joint and several. Any Borrower who assigns this Security Instrument shall be deemed to be assigning this Security Instrument only to mortgage, grant and convey that the assignee shall be bound by the terms of this Security Instrument, but is not personally obligated to pay the sums secured by this Security Instrument, and agrees that Lender and any other lender may agree to extend, modify, forbear or otherwise exercise its rights and to the terms of this Security Instrument or the Note, without Borrower's consent.

10. Loan Charges. In the event that a law which sets maximum loan charges, interest rates, or fees is applied so that the interest or other loan charges collected or to be collected in connection with the sums secured by this Security Instrument shall be reduced by the amount necessary to reduce the charge to the maximum permitted, and other amounts collected from Borrower which exceeded permitted limits will be returned to Borrower, Lender shall be deemed to make this reduction by making the principal owed under the Note or by making a direct payment to Borrower. If a partial reduction of principal, the reduction will be treated as a partial payment without any prepayment penalties under the Note.

11. Notice. Any notice to be given pursuant to this Security Instrument shall be given by delivering it or by sending it by registered mail, or by any other method. The notice shall be delivered to the Property address unless otherwise designated by notice to Lender. Any notice to Lender shall be given by first class mail to the address designated by notice to Lender, or any other address Lender designates by notice to Borrower. Any notice provided for in the Security Instrument or Note shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. 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 conflict with the provision. To this end the provisions of this Security Instrument and the Note are declared severable.

13. Borrower's Copy. Borrower shall be given a copy of the Note and of this Security Instrument.

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17. Transfer of the Property or a Lien. Lender shall have a lien on the property, in all or any part of the property or any interest in it...

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

19. Sale of Note. Lender may sell a partial interest in the Note together with this Security Instrument...

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...

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...

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower...

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

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THIS INSTRUMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SECURITY INSTRUMENT AND ANY RIDERS HERETO AS INCORPORATED INTO AND SHALL ATTEND AND SUPPLEMENT THE SAME.

24. Riders to this Security Instrument. If any of the riders are executed by Borrower and recorded together with this Security Instrument, the terms and conditions of each such rider shall be incorporated into and shall attend and supplement the terms and conditions of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Additional Riders:  
1. Supplemental Rider  
2. Supplemental Rider  
3. Supplemental Rider

Additional Riders:  
1. Supplemental Rider  
2. Supplemental Rider  
3. Supplemental Rider

Additional Riders:  
1. Family Rider  
2. Monthly Payment Rider  
3. Special Home Rider

BY SIGNING HEREIN, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider or riders attached hereto and recorded with it.

*Eugene Use*  
EUGENE USE  
(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS  
County of Cook

County of Cook  
I, Notary Public, do hereby certify

that the person(s) whose name(s) is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they and the instrument are true and valid for the purposes therein set forth.

Notary Public for Illinois  
Commission Expires: 12/31/2007  
Notary Public for Illinois  
Commission Expires: 12/31/2007

BARBARA LOHMEYER  
COUNTY CLERK  
DECEMBER 28, 2007

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Loan No. 112190

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of August, 1984, and incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument of the same date given by the undersigned (the "Borrower") to an encumbrancee (to be)

HOMI FINANCE CORPORATION

(the "Lender")

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

15 PIPER LANE, UNIT 303, PROSPECT HEIGHTS, ILLINOIS 60070  
(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

PINECREST CONDOMINIUM

01275-01002

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are: (i) Declaration of any other document which creates the Condominium Project; (ii) by-laws; (iii) rules of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "blanket" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or its common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking (if all or any part of the Property), whether of the kind or of the amount claimed, or for any convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Article 10 hereof.

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either in writing or otherwise, do any of the following:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. **Default.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be due and payable from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Note.

*[Signature]*  
BUCKLE UP BECUZ U R HERE  
..... (Seal)  
Borrower  
..... (Seal)  
Borrower  
..... (Seal)  
Borrower  
..... (Seal)  
Borrower

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9/17/2007

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## ADJUSTABLE RATE RIDER

LOAN NO. 112390

THIS ADJUSTABLE RATE RIDER is made this 31st day of August, 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

HOME FINANCE CORPORATION

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

35 PIPER LAKE, UNIT 303  
VINCENNES, INDIANA 46070  
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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 7.500%. The Note provides for change in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of September, 1997, and on that day every 36 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:

WEEKLY AVERAGE YIELD OF THE U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF THREE YEARS

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 that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one half percentage point(s) (2.500%) 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.

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