LOAN # (232)

Residential Mortgage

95493722

CHASE MANHATTAN PERSONAL FINANCIAL SERVICES A DIVISION OF CHASE MANHATTAN MORTGAGE CORPORATION

This document prepared by PEGGY BRENNAN and should be returned to:

CHASE MANHATTAN 1815 SOUTH CONGRESS AVENUE DELRAY BEACH, FL 33445 7564002 LOAN # 054313-6

DEFE-OI RECORDING

\$37.00

1¢0012 TRAN 5498 07/28/95 14:06:00

おいしょ はけ ・メッタカー・チタスクスス

COOK COUNTY RECORDER

[Space Above This Line For Recording Dale]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July

. 1995

The mortgagor is LARRY V. HEDREY, married to Betsy Becker

("Borrower"). This Security Instrument is given to CHASE MANHATTAN PERSONAL

FINANCIAL SERVICES A DIVISION OF CHASE MANHATTAN MORTGAGE CORPORATION

which is organized and existing under the laws of Delavare, and whose address is

227 W. MONROE STREET, SUITE 3750 CHICARU, IL 60808 ("Lender"). Borrower

owes Lender the principal sum of

>5-64002

Two Hundred Forty Thousand

Dollars (U.S. \$ 240,300.00). This debt is evidenced by Horrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid . This Security Instrument secures to earlier, due and payable on August 1, 2025 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 glaragraph. 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements (inde) this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender air following described property located in

County, Elirois: COOK

LOT 1 IN OWNERS' RESUBDIVISION OF MILLER'S SUBDIVISION OF LOTS 10 11. 12 AND THE SOUTH 6 FEET OF LOT 9 IN BLOCK 61 IN HOPKINS' ADDITION TO HYDE PARK, BEING & SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14. TOWNSHIP 38 NORTH, TABLE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

BOX 333-CTI

(Street)

CHICAGO

(City)

"Illinois 60637

(Zip Co-to)

("Property Address"); P.I.N. 20-14-200-032-

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90 (page 1 of 6 pages) MTGHI.

20-14-200-032 which has the address of :

5558 S. KIMBARK AVENUE

HEDGES LOAN # (232) 054313-6

IOOFTHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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 Tozes and Insurance. Subject to applicable law or to a written waiver by Lender. Borrower shall pay to Lender on the day two thly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for caryearly taxes and assessments which may altain priority over this Security Instrument as a hen on the Property; (b) yearly leasehold payments or growth rents on the Property, it any, (c) yearly hazard or property insurance premiums, (d) vearly flood insurance premiums, (f) any sums payable by Borrower to Lender, in accordance with law provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow leans" Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a ted raily related mortgage loan may require for Borrower's escrow account under the federal Real Estate Seulement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2001 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the fesser amount. Lender may estimate the amount of bands 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 institution whose deposits are insured by a federal agency, instrumentality, or entity tincluding Lender, if Lender is such an institution) or in 19 Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender may fedure Borrower to pay a one time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires the estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires the estate 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 debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess 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.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens, Boctower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold 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 payments.

Borrower shall promptly discharge any ben 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) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate 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 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 berealter 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 rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the

insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Horrower 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 Londer's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be fessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Horrower. If Boy ower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or resource the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period with logary when the notice is given.

Unless Lende, and Borrosco otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the anothly payments referred to in paragraphs. I and 2 or change the amount of the payments. If under paragraph, 27 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 unreceively prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shalf 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 a capancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendeting circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Projecty, allow the Property to deteriorate, or commit waste on the Property Borrower shall be in default if any forfeiture action or proceeding, whether civilor criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the hen created by this Security Instrument, or Lender's security interest. Borrower any cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dispursed 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 Harrower, 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 Leader'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 this priority over this Security Instrument, appearing in court, paying reasonable altorneys' fees and entering on the Property as make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

HEDBES LOAN # (232) 054313-6

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to I ender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to 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 immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the lollowing fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking and balance shall be paid to Botrowet. In the event of a partial taking of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless apply able law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether in not the sums are then due

If the Property is a landoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or serbe i claim for damages. Borrower tails to respond to Lender within 30 days after the date the notice is given, Lender is zon/orized to collect and apply the proceeds, at its option, either to resonation or repair of the Property or to the sums secare, by this Security Instrument, whether or not then due.

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. Land 2 or change the amount of such payments

- 11. Borrower Not Released; Forhearance By Lender Not a Walver. Extension of the time for payment of modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend 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. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Lin Jility; Co-signers. 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 proagraph. 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co signs this Security Instrument but does not execute the Note. (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument. (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument of the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then. (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this pland by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces good apart, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deloying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be arrected to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to 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 conflicting 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 tor 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 tell 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.

LOAN # (232) 054313-6 HEDGES

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

XX"	Adjustable Rate Rider	Condominium Rider	1.4 Family Rider
	Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
•	Halloon Ruler	Rate Improvement Rider	Second Home Rider
i	Other(s) Isnecity)		

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

Witnesses:

LARRY V. HEDGES LARRY COOK COUNTY

(SEAL) Bonower

(SLAL)

(SFAL) Borrower

(SEAL) -Borrower

State of Illmois

County of COOK

Theundersitived

a notary pulse in and for said

County, in the State aforesaid, DO HEREBY CERTIFY THAT

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

GIVEN under my hand and official seal, this 14th

day of July

1965

My commission expires

HEDGES LOAN # (232) 054313-6

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 it no acceleration had occurred; (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue anchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it no acceleration bad 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 so d 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. Borrover 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 quanties of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to main entire 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 adistances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, keroseny, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing adiestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means feder il 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 covenam and agree as follows

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the accion required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs
 - 23. Waiver of Homestead. Borrower waives all right of homestead, exemption in the Property

HEDGES LOAN # (232) 054313-6

RECORD AND RETURN TO:

CHASE MANHATTAN 1615 SOUTH CONGRESS AVENUE DELRAY BEACH, FL 33445 DADER # 7584002 054313-8 LOAN #

This instrument was prepared by: PEGGY BRENNAN

ADJUSTABLE RATE RIDER

6 % LIFETIME CAPS) (Six Month Index - Interest Rate Cap)

THIS ADJUSTABLE PATE RIDER is made this 14th 1995 incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same clate given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to

CHASE MANHATTAN PERSONAL FINANCIAL SERVICES A DIVISION OF CHASE MANHATTAN MORTGAGE CORPORATION

(the "Lender")

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

5558 S. KIMBARK AVENUE ; CHICAGO, 12 60837

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE. HE MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHUT TAYMENTS WILL BE LOWER. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

6.1250 percent. The Note provides for changes in the interest The Note provides for an initial interest rate of rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

Unless. I have exercised my conversion option under Section 5 of this Note, the interest rate I will pay may change on , and on that day every 6th month thereafter. Each date on which my the first day of February 1996 interest rate could change is called a "Change Date"

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average investment yield of auction rates on 6 month. United. States. Treasury bills, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The Index most recently available is the index published in the standard statistical release issued by the Federal Reserve Board with the closest date prior to the 45th day before the Change Date.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE 6 MONTH ARM RIDER

RDIMU66N (5/94)

95493722

UNOFFICIAL COPY

HEDGES LOAN # (232) 054313-6

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2,7500 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest 1.8 of 1 percentage point (0.125%). Subject to the limits stated in Section 4(D) this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on the Interest Rate Changes

On any Change Date the interest rate may not increase or decrease more than 1 percentage points from the interest rate in effect immediately prior to the Change Date. Also, the interest rate may not increase or decrease over the entire term of the loan more than 6 percentage points from the initial interest rate.

My interest rate will never be greater than

12.1250 percent

(b) Effective Date of Changes

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

(b) Notice of Changes

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

B. CONVERSION TO FIXED INTEREST RATE

The Note provides Borrower an option to convert the adjustable rat. Joan into a fixed interest rate Joan, as follows

5. FIXED INTEREST RATE OPTION

(A) Option to Convert to a Fixed Rate

I have a "Conversion Option" which I can exercise it I satisfy the condition: described in this Section 5(A) and I am not in default. The Conversion Option is my option to convert the interest rate I am required to pay under Sections 2 and 4 of this Note from an adjustable rate to a fixed rate.

The conversion can only take place on the first day of the month in which my 12m monthly payment under this Note is due or on the first day of each month thereafter until and including the first day of the month in which my 60th monthly payment is due. The date on which my interest rate converts from an adjustable rate to a fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are:

- (i) I must give notice to the Note Holder at least 15 days before the Conversion Date of my intention to exercise the Conversion Option;
- (ii) I must not have been over 30 days delinquent in paying any of my scheduled monthly payments when they were due under this Note.
- (iii) As of the Conversion Date, I am not in default under this Note or the Security Instrument (as that term is described below in section 12);
- (iv) On or before the Conversion Date. I must pay the Note Holder a conversion fee as described below in Section 5(B); and
- (v) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion

HEDDES LDAN # (232) 054313-8

(B) Calculation of Fixed Rate

In order to exercise the Conversion Option I will choose one of the following two methods to determine the calculation of my new, fixed interest rate:

- My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30 year fixed rate mortgages covered by 60-day mandatory delivery commitments that was in effect as of the date 15 days before the Conversion Date, plus5/8 of 1 percentage point, nearest 1/8th of I percentage point. This option requires my payment of a conversion fee of I percent of the 350,00 unpaid principal plus a non refundable fee of \$
- (ii) My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 50 year fixed rate mortgages covered by 60 day mandatory delivery commitments that was in effect as of the date 15 days before the Conversion Date, plus 7/8 of 1 percentage point, nearest 1/8 b of 1 percentage point. This option requires my payment of a non-refundable conversion fee of \$ 350.00

The maximum rate topler the conversion option will not exceed 19.8 percent or, if it is less, the maximum rate, if any, permitted by applicable law

Information about the 30 veasuret yield is available through the Federal National Mortgage Association, 3000 Wisconsin Avenue, N.W., Washington 25.C. 20016. If this required 30 year net yield is not available, the Note Holder will choose a new index which it based upon comparable information to determine the fixed interest rate

(C) Determination of New Payment Amoura

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

den de la constant de BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

LARRY V. HEDGES

(Seal) Borrowe

(Scal) Borrower

(Scal) · Borrower

(Scal) Borrower

Property of Cook County Clerk's Office