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RECORD AND RETURN TO:
AMERICAN CHARTERED BANK

1199 EAST HIGGINS ROAD
SCHAUMBURG, ILLINOIS 60173

Prepared by:
RHONDA OLENEK
BARTLETT, IL 60103

DEFT-01 RECORDING \$37.50
740011 TRAN 1903 06/10/96 09:55:00
#5138 \$ RV **-96-438509
COOK COUNTY RECORDER

8523464

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MORTGAGE

37.50
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THIS MORTGAGE ("Security Instrument") is given on MAY 30, 1996
GEORGE K. LATHAM
AND KAREN B. LATHAM, HIS WIFE TENANCY BY THE ENTIRETY

(*Borrower"). This Security Instrument is given to
AMERICAN CHARTERED BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 1199 EAST HIGGINS ROAD
SCHAUMBURG, ILLINOIS 60173
ONE HUNDRED EIGHTY THREE THOUSAND AND 00/100

Dollars (U.S. \$ 183,000.00).

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, 2026 .
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 IN FIO RITO'S RESUBDIVISION OF LOT 24 IN ALLISON'S ADDITION TO ARLINGTON HEIGHTS, SECTION 20, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03-20-313-004

which has the address of 1427 NORTH BELMONT AVENUE , ARLINGTON HEIGHTS Street, City .
Illinois 60004 Zip Code ("Property Address"):

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3614 9/90

Amended 5/01

VHP MORTGAGE FORMS - 0001621-729

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Initials: *JLF*

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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 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 rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender'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

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of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to him by first class mail unless applicable law requires use of another method. The notice shall be directed to the Proprietary Address or Notes. Any notice to Borrower provided for in this Security Instrument shall be given by my mailing

agent or by my mail to the Note under the Note.

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 to reduce the collection will be illegal to exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge below the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender.

Borrower may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender to reduce the principal without any loss to Lender.

14. **Notes.** If the note accomodations with regard to the terms of this Security Instrument or the Note without any change, if a refund reduces principal, the reduction will be treated as a partial prepayment without any charge to Lender.

15. **Default.** If the note is made by Lender and any other Borrower may agree to pay the sums Borower's interest in this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, replace or reduce by this Security Instrument; and (b) is not personal liability obligated to pay the sums Borower's interest in the Property under the terms of this Security Instrument: (a) is co-signing this Security Instrument only to segregate, grant and convey that instrument but does not execute the Note: (a) is co-signing this Security Instrument only to segregate, grant and convey that instrument to the Lender and (b) is not personal liability obligated to pay the sums Borower's interest in this Security Instrument only to segregate, grant and convey that instrument to the Lender and (c) is not personal liability obligated to pay the sums Borower's interest in the Property under the terms of this Security Instrument only to segregate, grant and convey that instrument to the Lender.

16. **Succesors and Assigns; Joint and Several Liability; 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 the Note.

17. **Waiver.** Lender and Borrower shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of the Note.

18. **Successors in Interest.** Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

19. **Borrower Not Released; Forfeiture.** Extension of the time for payment of principal or modification of terms of this note shall not release the liability of the original Borrower or Borrower's successors in interest or any other person liable on this note.

20. **Forfeiture.** Extension of the time for payment of principal or modification of terms of this note shall not release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or to exercise further remedies notwithstanding the fact that the note has been paid in full.

21. **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 such payments.**

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 such payments.

22. **Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,**

or if the Property is abandoned by Borrower, or if, after notice to Borrower that the condemnor offers to make an award to Lender in satisfaction of the sums secured by this Security Instrument, whether or not in due.

23. **If the note is abandoned by Lender in writing unless otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.**

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settled a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

or if the Property is abandoned by Borrower, or if, after notice to Borrower that the condemnor offers to make an award to Lender in satisfaction of the sums secured by this Security Instrument, whether or not in due.

24. **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 the sums are due.**

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 the sums are due.

25. **Condemnation of any part of the Property, or for damage to the Property, or for removal of an encumbrance, are hereby assigned and carried over to Lender.**

Condemnation of any part of the Property, or for damage to the Property, or for removal of an encumbrance, are hereby assigned and carried over to Lender.

26. **Borrower notices at the time of or prior to an inspection specifying reasonable cause for the inspection.**

Borrower notices at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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

Lender will inspect, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained. Lender shall pay premiums payable by an insurer approved by Lender before the loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

The premium is 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.

That Lender may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained. Lender shall pay premiums payable by an insurer approved by Lender before the loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

One-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage (in the amount and for the period payments) may no longer be required, at the option of Lender, if mortgage insurance becomes available and is obtained. Lender shall pay premiums payable by an insurer approved by Lender before the loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

Substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 (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 attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

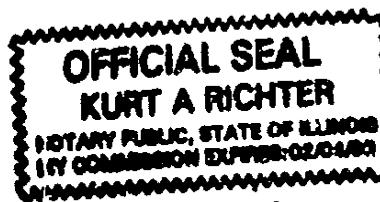
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Form 3014 9/90

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6R(1) 16601



My Commission Expires:

[Handwritten signature]

Notary Public
Kurt A. Richter
30th day of June 1996

Given under my hand and official seal, this
sixty-first day of June, nineteen hundred and
ninety-six, for and voluntary act, to the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

GEOERGE K. LATHAM AND KAREN B. LATHAM, HIS WIFE, TENANCY BY THE ENTIRETY

a Notary Public in and for said County and state do hereby certify
that

I, Kurt A. Richter
STATE OF ILLINOIS, COCK

County of
Cook

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

KAREN B. LATHAM

-Borrower
(Seal)

GEORGE K. LATHAM

Witnesses:

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

- Check applicable box(es)
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Customizable Rate Rider | <input type="checkbox"/> VA Rider |
| <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider | <input type="checkbox"/> balloon Rider |
| <input type="checkbox"/> Other(s) [Specify] | | |

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security Instrument; as if the rider(s) were a part of this Security Instrument.

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

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.

21. Inclusion, but not limited to, reasonable attorney's fees and costs of title evidence.

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
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
due and payable or a default or any other acceleration and the right to assert in the foreclosure proceeding the
same rights to retain the property to a satisfaction and sale of the property. If the default is not cured on
a date, not less than 30 days from the date the notice is given to Borrower, by which time 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 retain the property after acceleration and the right to assert in the foreclosure proceeding the
(d) that failure to cure the default on or before the date the notice is given to Borrower, by which time 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
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which time may result in acceleration of the sums
secured by law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps) 8623464

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30TH day of MAY 1996, 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 Fixed/Adjustable Rate Note (the "Note") to AMERICAN CHARTERED BANK

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

1427 NORTH BELMONT AVENUE, ARLINGTON HEIGHTS, ILLINOIS 60004
Property Address

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.8750%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JUNE, 2001, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

MULTI STATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

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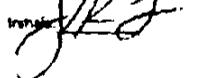
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2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

If Lender exercises this option, Lender shall give Borrower notice of exercise of this security instrument without further notice or demand of Borrower. 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 which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises this option, Lender shall give Borrower notice of exercise of this security instrument. The notice instruments without further notice or demand of Borrower.

This option shall not be exercised by Lender if exercise is prohibited by general law as of the date of option, require immediate payment in full of all sums secured by this Security Instrument. However, and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred or any interest in it is sold or transferred, if all or any part of the Property Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

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

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

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

(E) Effective Date of Changes
The interest rate I am required to pay at the first Change Date will not be greater than 12.8750% or less than 2.8750%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.8750%.

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 rounded amount will be my new interest rate until the next Change Date.
The Note Holder will then determine the amount of this calculation will be the new amount of my monthly payment in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. The nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this is the nearest one-eighth of one percentage point (0.125%). The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subj ect to the limits stated in Section 4(D) below, this TWO AND THREE FOURS (2.7500%) to the Current Index. The Note Holder will calculate my new interest rate by adding before each Change Date, the Note Holder will calculate my new interest rate by adding (C) Calculation of Changes

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Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

George K. Latham _____ (Seal)
GEORGE K. LATHAM _____ -Borrower

Karen B. Latham _____ (Seal)
KAREN B. LATHAM _____ -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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