96598805

DEPT-01 RECORDING \$41.5Ü T#0001 TRAN 5055 08/06/96 09:28:00

\$4647 \$ TD \*-96-598805

COOK COUNTY RECORDER

SPACE ABOVE FOR RECORDERS USE

DOUMENT CONTROL DEPT. .O. BOX 10266 CALIFORNIA 91410-0266

pared by: T. DURMAN

g#: S1464145D

MORTGAGE

AGE ("Security Instrument") is given on July 24, 1996 TULA, AND PAMELA J MATULA, HUSBAND AND WIFE AS JOINT . The mortgagor is

**36**59550**5** 

Security Instrument is given to OLESALE LENDER and existing under the laws of NEW YORK

and whose

KE AVENUE. PASADENA. CA 91109 ver owes Lender the principal sum of

NINETY THREE THOUSAND and 00/100

OUNT CLOW 193,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security "), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's rements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant for the following described property located in COOK County, Illinois:

amily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT CFC (62/95)

VMP MORTGAGE FORM8 - (800)521-7291

Page 1 of 7



Property of Cook County Clark's Office

# 86595805

### **UNOFFICIAL COPY**

LOAN #: 2977753

LOT 169 IN BROOK HILLS P.U.D. UNIT THREE, BEING A PLANNED UNIT DEVELOPMENT IN THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTH 1/2 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-30-305-004

which has the address of 11683 VALLEY BROOK, ORLAND PARK

[Street, City]

Illinois 60462-

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and lixtures 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 v. tayfully seised of the estate hereby conveyed and has the right to mortgage, trant 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 coims 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 Faxes and Insurance. Subject to applicable law or to 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 attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Dorrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Sequence Procedures Act of 1974 as a mended from time to time, 12 U.S.C. Section 2601 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 lesser amount. Lender may satimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to nay 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 pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each 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 refund 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

Initials: 1 9/80

-6H(IL) (8502) CFC (02/95)

Property of Cook County Clerk's Office



Property of Coof County Clerk's Office

LOAN #: 2977753

laying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable tromeys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender oes 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 isbursement 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 bost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivaler, n'ortgage 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, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by we insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mentgage 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.
- 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 Lender.

In the event of a total taking of the Property, the proof de 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 Borrowe 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 following 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. Any balance shall be paid to Borrower. In the even, 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower are the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small 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.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or 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 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 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'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 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 paragraph 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 or the Note without that Borrower's consent,

Proberty of Cook County Clerk's Office

LOAN #: 2977753

- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges. nd that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan keeed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the crmitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. ender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to forrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge inder the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or my 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 decrived 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 furisdiction 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 conflicurg 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 v. 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 Born with 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 mosts 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 pursuent to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These 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 reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action as Lender may reasonable attorneys' fees; and (d) takes such action at the line of t Security Instrument, Lender's rights in the Property and Borrower's obligation to pay it 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 reinstance 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 r. 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

Property or Coot County Clerk's Office

LOAN #: 2977753

f which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any emoval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all eccessary 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 invironmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic esticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in his 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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) I 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 of or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foremeane 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 the option, may require immediate payment in full of all sums secured by this Security Instrument without further demand pair 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 the endence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may change Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
  - 23. Walver of Homestead. Borrower waives all right of homestead examption in the Property.
- 24. Riders to this Security Instrument. If one or more riders are excluded 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 hox(es))  X Adjustable Rate Rider(s)  Graduated Payment Rider  Balloon Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider	1-4 Family Rider Biweekly Payment Rider Scend Home Rider
VA Rider	Other(s) [specify]	0,55.

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initials: 11 My py m

Property of County Clerk's Office

# 86598505

# **UNOFFICIAL COPY**

LOAN #: 2977753

Vitnessag: SCIL	0 1 1 1 11 11
	RICHARD J MAJULA (Seal) -Borrower
	Panula J. Matula (Scal) PAMELA J. MATULA -Borrower
	Panela J. Natula (Scal)
0	(Seal)
Open and the second of the sec	-Borrower .
9	(Scal)
	Borrower
STATE OF ILLINOIS,	County ss:
6 The ordersky.	Role Public in and for said county and state do hereby certify that  ICH TOTAL J. Mark Wife  Personally known to me to be the same person(s) whose name(s)
Richmoe J. marte	lax terrible J. Matula, his wife
	, personally known to me to be the same person(s) whose name(s) ppeared before me this day in person, and acknowledged that $-\frac{1}{2}$
signed and delivered the said instrument a Given under my hand and official sea	as The free and voluntary act, for the uses and purposes therein set forth.
man and market and and another forces or a country to be	u, this the transfer of the tr
My Commission Evolves	/ Y / ) \\ \( \frac{1}{2} \lambda   \frac{1}{2} \lambda  \frac{1}{2} \lambda  \frac{1}{2} \lambda  \frac{1}{2} \lambda  \frac{1}{2} \lambda   \frac{1}{2} \lambda   \qua
My Commission Expires:	Notery Public
My Commission Expires:	7
My Commission Expires:	7
My Commission Expires:	Notary Public  "OFFICIAL SEAL"  JOANINA HAFF My Commission Expires 12/12/39

Property of Cook County Clerk's Office

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79 / DOCUMENT CONTPO!, DEPT. P.O. BOX 10266 VAN NUYS, CALIFORNIA 91410-0266

Prepared by: T. DUBMAN

LOAN #: 2977753

ESCROW/CLOSING #: \$1464145D

#### ADJUSTABLE RATE RIDER (1 Year Treasury Index - %5(e Caps)

**ADJUSTABLE RATE** 24th THIS , 1996 , and is incorporated into and shall be deemed to amend and July 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 AMERICA'S WHOLESALE LENDER (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 11683 VALLEY BROCK ORLAND PARK, IL 60462-

[Property Address]

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

MULTISTATE ADJUSTABLE RATE RIDER - ARM 8-2 -

CFC (05/95) Page 1 of 4 VMP MORTGAGE FORMS - (800)521-7291



ARM Plans 2, 4 & 6 Note



Proberty of Cook County Clark's Office

LOAN #: 2977753

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

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

%. The Note provides for

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

, 1997 The interest rate I will pay may snange on the first day of August that day every 12th month thereafter. Erch onte on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my is rest 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 fig are 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 intelest rate by adding percentage points ( 3.000 %) to the THREE 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.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than

8.750

% or less than 4.750

%. Thereafter, my interest rate will never be

Form 3111 3/88
Initiate: 1/1 / Pg 177

-822B (9108).08 CFC (05/95)

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ARM Plans 2, 4 & 6 Note

Proberty of Cook County Clerk's Office

LOAN #: 2977753

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 12.750

(E) Effective Date of Changes

My new interest 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.

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is some ided to read as follows:

Transfer of the Property or a Beneficial Interest in Borrow, . 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 cotion, 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferre 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.

Initials: 71M Pgm

-822B (9108).08

CFC (05/95)

Page 3 of 4

CONV

Property of Cook County Clerk's Office

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	W, Borrower acco	epts and agrees to the ter	ms and covenants conti	ained in this Adjustable
Rate Rider.	11	1. 11. +	-1	
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6	RICHARD J	MATOLA	······································	-Borrower
0-		<i>f</i>		
	6- 0			
	El Vane	a d. Ara	tula	(Seal)
	PAMELA J N			-Borrower
	Ox			
				(Scal)
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-\$22B (9108).06 CFC	C (05/95)	Page 4 of 4	'\C	Form 3111 3/85
CONV ARM Plate 2, 4 \$ 8 Note				
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