

UNOFFICIAL COPY

96051766

- 7-6-7 95051766
[Space Above This Line For Recording Data]
- . DEPT-01 RECORDING \$39.00
 - . T#0012 TRAN 8769 01/19/96 10:27:00
 - . #8121 : CG *-96-051766
 - . COOK COUNTY RECORDER

MORTGAGE

951229429

39⁰⁰/₁₀₀

THIS MORTGAGE ("Security Instrument") is given on JANUARY 12TH, 1996 . The mortgagor is LYNNE L HOFFMAN, AN UNMARRIED PERSON ("Borrower"). This Security Instrument is given to PRISM MORTGAGE

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is 350 W. HUBBARD ST., SUITE 222, CHICAGO, IL 60610 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 103,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on FEBRUARY 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 62 IN GARDNERS SIXTH ADDITION TO MONTROSE, BEING A SUBDIVISION OF THAT PART WEST OF MILWAUKEE AVENUE OF THE SOUTH 1/2 OF CT 10 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N. 13 16 411 015 0000

which has the address of 5105 W HUTCHINSON STREET , CHICAGO
[Street] [City]

Illinois 60641

[Zip Code] ("Property Address");

BOX 333-CTI

UNOFFICIAL COPY

NOTE

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. II, 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 credit against the sums secured by this Security Instrument.

The Funds shall be held in an institution whose deposits are insured by a federal agency, institutionally, or entity (including Lender, if Lender is such an institution) or in any federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the Escrow account, or verifying the Escrow items, unless Lender may require Borrower to pay a one-time charge for independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws permit Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for any otherwise. Unless an agreement is made or applicable law requires, Lender shall not be required to pay Borrower any interest on the Funds. Borrower and Lender may agree that interest shall be paid on the Funds, showing credits and debts to the Funds and the purpose for which debt is to the Funds, and that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, 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 notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in held by Lender shall pay to Lender the amount necessary to pay the Escrow items when due, if the amount of the Funds held by Lender exceeds 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 notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower in

1. Pyramid of Principles and Interests; 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.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREEMENT AS FOLLOWS:

THIS SECURITY INSTRUMENT constitutes non-army instruments for non-industrial use and non-uniform covariantes with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER'S DECLARATIONS THAT JURIDICAL INVESTIGATIONS HAVE BEEN MADE AND THE INFORMATION IS ACCURATE Borrower warrants that he has made all reasonable investigations concerning the title to the Property and that the information set forth in this Agreement is true and accurate to the best of his knowledge.

LOGUE 1 THE WITH ALL THE IMPROVEMENTS NOW OR HEREAFTER EFFECTED ON THE PROPERTY, AND ALL EXPENSES,

UNOFFICIAL COPY

4. Charges; Liens. Borrower 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 lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) 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 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 the 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 damages 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 judgement 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,

UNOFFICIAL COPY

1041 / 95 page 4 of 7

interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor or
11. Borrower Not Released; Forfeitures By Lender Not A Waiver. Extension of the time for payment of

payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend
or postpone due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

the Property or to the sums secured by this Security Instrument, whether or not then due.

Notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of
make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

this Security instrument whether or not the sums are then due.

agreed in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by
less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise

event of a partial taking of the Property in which the fair market value of the taking is less than the taking is
(b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the

multipled by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by
agreed in writing, the sums secured by this Security Instrument is applied to or greater than the amount of the proceeds

in which the fair market value of the Property immediately before the taking is applied to or greater than the amount of
instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

hereby assigned and shall be paid to the Lender.

With any condemnation or other taking of any part of the Property, for convenience in lieu of condemnation, are
10. Condemnation. The proceeds of any award or claim, to damages, direct or consequential, in connection

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

g. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

applicable law.

use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no
use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no

premium being paid by Borrower, and the insurance coverage passed to be in effect. Lender will accept
shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the

Lender requires) provided by an insurer. Applied by Lender again becomes available and is obtained. Borrower
longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that

available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance
at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an

pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect,
for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall

this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If
8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by

Borrower requesting payment.

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

Although Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs.

Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security
The Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

Property (such as proceeding in bankruptcy, probable, for collection or forfeiture or to enforce laws or regulations),
contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

Property, the lessorhold and the lessor shall not merge unless Lender agrees to the merger in writing.

is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires title to the
representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument

96051766

UNOFFICIAL COPY

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 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.

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 refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, 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 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 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 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

96051766

UNOFFICIAL COPY

24. **Hides** to this Security instrument, if one or more riders are executed by bordwer and recorded together with this Security instrument, the covernants and agreements of each such rider shall be incorporated into and shall amend and supplement the covernants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

23. **WEATHER OR HOMESTEAD.** Borrower wills all right of homestead except in the property.

22. Releases. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following the action 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 summa secured by this Security Instrument, for collection by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to realize after acceleration and the right to assess in the foreclosure proceedings the non-existence of a default or any other default to Borrower to accelerate and to foreclose, if the default is not cured on or before the date specified in the notice. Lender shall collect all expenses incurred in pursuing 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 attorney fees and costs of title insurance.

BOTRCWEL AND LEADER FURTHER COVENANT AND AGREEMENTS

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

recognised to be susceptible to normal residential uses and to maintainence of the Property.

Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged until payment in full has been received by the Secured Parties.

UNOFFICIAL COPY

(Check applicable box(es))

Adjustable Rate Rider
 Graduated Payment Rider
 Balloon Rider
 VA Rider

Condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Biweekly Payment Rider
 Second Home Rider

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:

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Lynne L. Hoffman (Seal)
LYNNE L. HOFFMAN -Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

County of:
I, *Kenneth Koranda*, a Notary Public in and for said county and state do hereby certify
that LYNNE L. HOFFMAN, AN UNMARRIED PERSON

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

Given under my hand and seal this

OFFICIAL SEAL

My Commission Expires January 1, 1986
Notary Public, State of Illinois
My Commission Expires May 1, 1986

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

WHEN RECORDED RETURN TO:
MIDAMERICA FEDERAL SAVINGS BANK
1112 S. WASHINGTON ST.
NAPERVILLE, IL 60540

96051766

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

[Space Above This Line For Recording Data]

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

THIS ADJUSTABLE RATE RIDER is made this 12TH day of JANUARY , 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 Adjustable Rate Note (the "Note") to

PRISM MORTGAGE

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 5105 W HUTCHISON STREET, CHICAGO, ILLINOIS 60641
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY 1ST , 1999 and on that day 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

UNOFFICIAL COPY

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 transferor to sign an assumption agreement that to acceptible to Lender and that obligates the transferor to keep all the promises and agreements made in the Note and this Security instrument. Borrower will continue to be obligated under the Note and this Security instrument unless Lender releases Borrower in writing.

Borrower causes to be submitted to Lender information required by Lender to evaluate the Lender's security as if a new loan were being made to the transferor; 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.

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 for 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 exercisable 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) sums secured by this Security instrument are not due or (b) by Lender's reasonable belief that the transferor has no right to transfer the property or interest in Borrower.

Uniform Covenant 17 of the Security instrument is amended to read 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 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 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.

(F) Notice 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 begins again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.875 % or less than 7.875 %. Thereafter, my interest rate will never be greater than 13.875 %, which is called the "Maximum Rate", or less than 7.875 %, which is called the "Minimum Rate".

Charging Date to more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.875 %, which is called the "Maximum Rate", or less than 7.875 %, which is called the "Minimum Rate".

(D) Limits on Interest Rate Changes

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.

Borrower each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND ONE QUARTER PERCENTAGE POINTS (3.250 %) to the Current Index. The Note Holder will 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.

(C) Calculation of Changes

UNOFFICIAL COPY

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 Adjustable Rate Rider.

Lynne L Hoffman

LYNNE L HOFFMAN

(Seal)
Borrower

(Seal)
Borrower

98051766

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office