book Number, 1905-2955

96243882

Proposed by and return to: HARRIS BANK ROSELLE 110 EAST IRVING PARK ROAD ROSELLE, IL 80172

DEPT-UL RECORDING \$37.00
T\$0009 TRAN 1578 04/01/96 10118:00
\$6961 \$ RH #-96-243882
COOK COUNTY RECORDER

ATGE

MY 370

CORRECT MEGAL DESCRIPTION

⇒ BOX 370

95774141

. (Space Above This Line For Recording Data)

MORTGAGE

This MORTGAGE ("Security Instrument") is given on November 1st, 1995

The mortgagor is JOHN J. KING. A BACHELOR

("Eorrower"). This Security Instrument is given to

HAPPIS BANK ROSELLE
, which is organized
and existing under the laws of THE STATE OF ILLINOIS
, and whose address is
110 EAST IRVING PARK ROAD POSELLE ILLINOIS ("Lender").

Borrower owes Lenvier the principal sum of One 1s reined Eighty Eight Thousand and 00/ 100

Dollars (U.S. \$ 188,000.00)

This drot 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 November 1st. 2025.

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 conceants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby morigage, grant and convey to Lender the following described properly located in COOK.

County, Illinois:

LOT IWELVE (12) IN BLOCK TWO (2) IN THE RESUBDIVISION OF DURCHSUAG'S COURTLAND BOULEVARD MANOR, BEING A SUBDIVISION OF PART OF THE SOUTHEAST O' ARTER (1/4) OF SECTION 35. TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, and part of IN COOK COUNTY ILLINOIS.

The Northeast Quarter (1/4) of Section

the Northeast Quarter (1/4) of Section 2, Township 40 North, Pauge 12, East of the Third Principal Meridian,

PERMANENT INDEX.NO: 12-02-214-012

RES ATTORNEY SERVICES # (2010-702/2)

Esc Cade

36043582

	1427 S. PROSPECT AVENUE	DANS INDOP	3700
which has the address of	1427 S. PROSPECT AVENUE	PARCHUUL	
•	(Sueet)	(City)	j
Kinois AMAR.	("Property Address"):		21a. 1

ILLINOIS - Single Family - Famile Mae/ Freddie Mac UNIFORM INSTRUMENT GFS Form 3014 (5A26)

Initials //// 1/95 Form 3974 9/90 (page 1 of 7 pages)

9577414

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إسم

Loan Number.

ROS-2568

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

BORROWER COVENANTS that Borrower is lawfully selected of the estate horsely conveyed and has the hight to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrante and will defend generally the title to the Property against all claims and demands, sublect to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national uses and non-uniform covenants

with limited variations by jurisdiction to constitute a uniform accurity instrument covering rule property.

UNIFORM COVENANTS. Borrower and Lander covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Sorrower shall prompily 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 Taxes 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 taxos and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly reachold payments or ground rents on the Property, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (I) any sums payable by Parrawer 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, coltect and hold Funds in an amount not to exceed the maximum amount a lend-s for a federally related mortgage bosh may require for Borrower's ascrow recount under the tederal Peal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("FIESPA"), unless another law that applies to the Funds sets a lesser amount. It so, Lender may at any time, cultect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable eslimates of expenditures of future Escrow Items or of increase 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 pay the Escrow Items. Lender may not charge Forcewer 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 onetime charge for an independent real estate tax reporting service us of oy itender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or coplicable 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. Londer shall give to Sorrower, without charge, an annual accounting of the Funds, snowing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pladged as additional security for all sums secured by this

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall accourt to Borrower for the excess Funds in accordance with the requirements of applicable law if the amount of the Funds hold by Lender at any time is not autilizent 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. Horrowor shall make up the deficiency in no more than twelve monthly payments, at conclusive sole

discretion.

Upon payment to full of all sums secured by this Security Instrument, Lender shall promptly retund to Berrower any Funds held by Lender. It, under paragraph 21, Lendur 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 Socurity instrument

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; ascond, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines 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

Initials 11/75

Form 3014 (page 2 of 7 pages)

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that manner, Sorrower 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 lumish 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 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 falls to maintain coverage fer cribed 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 light to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

Itriess Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the risto ation 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 setting a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the imperty 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 Botrower otherwise agree in writing any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to a 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.

- Occupancy, Preservation, Maintenance and Protection (1) in Property; Borrower's Loan Borrower shall occupy, establish, and use the Property as Borrower's principal Application; Leaseholds. 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 extertuating circumstatices exist which are beyond Borrower's corerol. Borrower shall not destroy, damago or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default it any forteiture action or preceeding, whether civil or criminal, is begun that in Lendor's good falth 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 sixtements to Lender (or falled 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. It 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

Initials 1/1/1/18

Form 3014 9/90 (page 3 of 7 pages)

Loan Number:

RO8-29:5

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 ten which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' less 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 A Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts 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 foam 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, from an ademste mortgage insurer approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall pay to Lender each month a sum equal to 1/12th of the yearly mortgage insurance premium being paid by Porrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain those 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 an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent they 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 demages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in keu of condemnation, are hereby assigned and shall be paid to Lendar.

In the event of a lotal taking of the Property, the process 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 paciet taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the 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 event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Londer otherwise agree in writing or unless applicable law otherwise provides the proceeds shall be applied to the sums secu. ed by this Security Instrument whether or not the sums are then due.

if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls 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 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.

11. Borrower Not Released; Forbearance By Lander Not a Walver. 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 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 for bearance by Lender in exercising any right or remady shall not be a walver of or preclude the exercise of any right.

Inteles July 1./1/95

Form 3014 9/90 (URD# 4 of 7 pages)

ואנירניא השקן 12. Successore and Assigns Bound; Joint and Several Liability; Co-signers. The of remody agreements of this Security Instrument shall blind 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.

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 (h) 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 multiunless 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 lirst class mail o 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.

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 soverable.

16. Berrower's Copy. Borrower shall be given on a conformed copy of the Note to 1 of this Security

17. Transfer of the Property or a Beneficial interest in Borrower. It 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 histriment. not a natural person) without Lander's prior written consent, Lenuer 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 exsrcise 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, Lendar may invoke any remedies permitted by this Security Instrument without further notice or demand on

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to Borrower. have enforcement of this Security instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as it no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reaconable attorneys' fees; and (d) takes such action as Londer 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 shape. continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as it 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 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.

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If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance will 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 about be made. The notice will also contain any other information required by

or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone eise to do. Borrower shall not cause or permit the presence, use, disposel, storage, anything affecting the Properly 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 Hazardnus 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 of 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 rescessary, Borrower shall promptly take all necessary remedial actions in accompance with

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 tlammable or toxic petroleum products, lozic pesticides and herbicides, volatile solvents, materials containing aspestos or formal. dehyda and radioactive minerials. As used in this paragraph 20, "Environmental Law" means Inderal laws and laws of the jurisdiction where the Property is located that relate to health, satisfy or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 21. Acceleration; Remedies Lander shall give notice to Borrower prior to acceleration following Sorrower's breach of any covenant of agreement in this Security instrument (but not prior to acoslaration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) 8 date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate in acceleration and the right to assert in the foreclosure proceeding the non-existence of a default of any other devence of Borrower to acceleration and foreclosurs. If the default is not cured on or before one date specified in the notice, Lender at its option may require immediate payment in full of all survis secured by this Security Instrument without further demand and may foreclose this Security Instruction by judicial proceeding. Lender shall be entitled to cullect all expenses incurred in pursuing the remailes provided in this paragraph 21, including, but not limited to, researable attorneys' fees and costs of all syldence.

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 obste-

23. Walver of Homestead. Borrower walves all right of homestead exemption in the Property. 24. Riders to this Security Instrument.

ded together with this Security Instrument, the covenants and agreements of each such right shall be incorporated ino and chall amend and supplement the covenants and agreemer 2 of this Security Instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)] Condominium Rider Graduated Payment Fider Planned Unit Development Rider 14 Family Pider Balloon Rider Biweekly Payment Feder Plate improvement Rider Other(s) [specify] Second Horne Rider BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Astrument and in arry rider(s) executed by Borrower and recorded with it. (Snal) m 3014 509 6 of 7 pages) . (Seat) Borrower

UNOFFICIAL COPY

	-Borrower
	- Sorrower
	e Selow This Line For Acknowledgment]
STATE OF ILLINOIS, deale.	County sa:
Lis Batonia	$ \mathcal{L} $
a Notary Public in and for said county and si	
	son(s) whose name(s) is/are subscribed to the foregoing instrument, appaired does not the the said instrument as. his/ her to see therein set forth.
Given under my hand and official seal, this	tst day of November, 1995
My Commission expires: 6 (61/4)	NOTATION POLICE STATES
This instrument was prepared by and return	ad to:
HARRIS BANK ROSELLE	management constraints and an artifaction of the constraints of the co
110 EAST IRVING PARK ROAD ROSELLE, IL 60172	DESIGNATION STATE OF BEHNOVE ANY COMPANSION EXPERTS 64-98

Property of Cook County Clark's Office

95774142

%,



FIXED/ADJUSTABLE RATE RIVER

(10 Year Treasury Index-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1st day of November, 1985.

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 data given by the undersigned (the "Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

HARRIS BANK ROSELLE

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

1427 S. PROSPECT AVENUE

PARK PEDGE, KLINOIS 60068-

(Property Aduresa)

THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE 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 is terest rate of 7.375 tial fixed rate, as follows:

%. The Note provides for a change in the ini-

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change on the first day of November, 2002 which is called the "Change Date"

(e) The Index

At the Change Date, my interest rate will be based on an kidox. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, or made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before the Change Date is called the "Current Index."

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

(C) Calculation of Change

Before the Change Date, the Note Holder will calculate my new interest rate by adding "two and One Half percentage point(s) (2.500 %) to the Current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the Maturity Date.

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

(D) Limits on interest Flats Change

The interest rate fain required to pay at the Change Date will not be greater than 13.375 which is called the "Maximum Rate".

(E) Effective Date of Change

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

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any change in my interest raile 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 my and also the fille and telephone number of a person who will answer any question I may have regarding the notice.

MILTISTATE FIXED/ADJUSTABLE RATE RIDER/10 YEAR TREASURY -Single Family - Famile Mae Uniform Instrument GFS Form 3176 Form 3176 (page 1 of 2 pages)

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	JOHN J. KING	-Borrows
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