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3481/0045 03 001 1997-10-17 09:56:37 Cook County Recorder 39.00

Please Return To: New America Financial, Inc. c/o Hamilton Financial 905 West 27th Street Scottsbluff, NE 69361

Propored by William H. Peirson, 4400 Alpha Road, Dallas, Texas 75244-4516

[Space Above This Line For Recording Data]

Loan No.: 5009295

MORTGAGE

October 14, 1997 THIS MORTOAGE ("Security Instrument") is given on . The mortgagor is Robert R. Slanker and Victoria M. Slanker, husband and wife

This Security Instrument is given to New America Financial, Inc.

whose address is 3131 Turtle Creek Blvd. # 1300, Dallas, TX 75219

("Lender").

Borrower owes Leader the principal sum of eighty five thousand two hundred and NO/100ths

Dollars (U.S. \$ 85, 200,00). 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 November 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidence 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 Instrumen; and (c) the performance of Horrower's covenants and agreements under this Security Instrument and the Note. For this purpose, persover does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this Search

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

which has the address of

Westchester 11027 Windsor Drive, Mayyood

Minols

("Property Address");

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

(Street)

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

HAROIS- Single Pamily - Famile Mac/Preddle Mac UNIFORMINSTRUMENT

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SHLC1 10/94 FORM 3014 9/96

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 Taxes and Insurance. Subject to applicable law or to a written walver by Lender, Borrower shall pay to Lender on the day monthly payment 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 Borrower 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 Settlement Procedures Act of 1974 as amended 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 estimate 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 ne'd 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. For loading and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pay. Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Lorrower 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 cred as ad debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional sectors for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permited 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 Punds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Llens. Borrower shall pay all taxes, assessments, charges, fines and impositions at all utable 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 Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that

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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 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 tessened. If the restoration or repair is not economically feasible or Lender's security would be tessened, 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 insurance, 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 mountly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lonn Application; Leaseholds. Borrower shall occupy, establish, and use the Fronerty 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 otherwis: perces in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond for over'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 proceedings, whether civil or criminal, is begun that in Le der't good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security last ument or Lender's security interest. Borrower may cure such a default and reinstate as provided in paragraph 18, by causing me action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this occurity Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing,
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the evenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's against in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 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 proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the soms secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, divided by (b) 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 at a Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured oy as 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 condennor 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 approved the proceeds, at its option, either to restoration or repair of the Property or to the sams

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, oferred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance by Lender 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 Borrov et a. Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or ceruse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any secund 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. Long 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 necesser, 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 maxing 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 to 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.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument, without further notice or demand on Borrower,

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to reasonable anorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective vs if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of U.S. Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times windout prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph. 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address of 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 v, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sometimes 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 elexardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Flazardous Substance affecting the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with finvironmental Law.

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

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

21. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) 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 fallure to cure the default on or before the date specified in the notice may result in acceleration of the same secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable afterney's fees and costs of title evidence.

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

to Borrower, Borrower shall pe but only if the fee is paid to a 23. Walver of Homest 24. Riders to this Seci	third party for service ead, Borrower waives	s rendered and the all right of homest	charging of the fee and exemption in t	is permitted under the Property.	er applicable law.	
Security Instrument, the covera the covenants and agreements applicable box(es)].	ints and agreements of	each such rider sha	ll be incorporated	into and shall amer	id and supplement	
☐ Graduated Payment Rider ☐ Planned		lominium Rider ned Unit Developm Improvement Ride	· <u>-</u>	☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider		
BY SIGNING BELLING and in any rider(s) executed of			ms and covenants	commined in this S	ecurity Instrument	
Witnesses:	0,5		$\mathcal{A}_{\mathcal{A}}$	1		
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		Vic	toria M. Slan	ken ^f	-Borrower	
		 -	Contraction		(Seal) -Burrower	
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State of Illinois,	Cook		County ss:			
The foregoing instrum by Robert R. Slanker) (day of	oct	, 19 Jy ,	
Witness my hand and official seal.			July 2 13 m Com Com	4-11	aust	
		** english of the second	OEBORAH WOTARY PUBLIC	HAL SEAL KERR HARRIS - STATE OF ILLINOIS	200 200 200 200 200	
ILLINOIS- Single , Family ,- Family :	Mac/Freddie Mae	Page 6 of 6	MY COMMISSION :	cymines a common a	SIII.C6 07/95	

Loan No.: 5009295

Stanker

EXHIBIT "A" - LEGAL DESCRIPTION LOT 13 1" BLOCK 10 IN UNIT NO. 4 IN MAKTINDALE ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIPD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED

AUGUST 30, 1957 AS DOCUMENT 16999616, IN COOK COUNTY, ILLINOIS. Of Coot County Clark's Office

PIN: 15-29-112-017-0000

initials: PS Imo

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

Loan No.: 5009295

THIS ADJUSTABLE RATE RIDER is made this 14th day of October, 1997 incorporated into and shall be deemed to amend and supplement the Mortgage, Dead of Trust or Security Deed (the "factority Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New America Financial, Inc.

(the "Lender")

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

Wostchoster 12027 Wirdsor Drive, Maywood, IL 60183 W 60154

[Property Address]

THE NOTE CONTAINS PROY STONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PARMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES ۸.

The Note provides for an initial interest rate of 11.125 第. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES 4.

(A) Change Dates

1998 The interest rate I will pay may change on the 18t day of May, months thereafter. Each date on which my interest rate conid change is called a Bix day every "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index." initials: PS /40

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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.

(C) Calculation of Changes

Be ore each Change Date, the Note Holder will calculate my new interest rate by adding seven and NO/1000ths percentage points (7,000 %) to the Current Index. The Note Holde 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 Fields will then determine the amount of monthly payment that would be sufficient to repay the unpaid principal that Lam expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially apral payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rete Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.625 % or less than 11.125 %. Therefore, my interest rate will never be increased or decreased on any single Change Date bymore than one and 500/1000ths percentage point(s) (1.50 %) from the rate of interest I have been paying to the preceding six months. My interest rate will never be greater than 18.125 %, or less than 11.125 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by 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.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROYER

Uniform Covenant 17 of the Security Instrument is amended to read as foliows:

Transfer of the Property or a Beneffelal Interest in Borrower. If all or 10, part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Porrower is sold or transferred and Borrower is not a natural person) without Lender's prior valuen consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferred as if a new loan were being made; to the

Initiales Por (1917)

AULTISTATEADJUSTABLE RATE HIDER - LIBOR INDEX - Single Family Page 2 of 3 Form 3192 7/92 N6LIBRD2 10/95

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 Separity 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 transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument. Becrower 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 acceptation. 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 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.

Robert R. Slanker (Borrowell

Victoria of Slanker (Bor

(Borrower)

(Borrower)

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