

# UNOFFICIAL COPY

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Cook County, Recorder

35.50

RECORD AND RETURN TO:  
CENTRAL MONEY MORTGAGE COMPANY, INC.

8840 STANFORD BOULEVARD-SUITE 2200  
COLUMBIA, MARYLAND 21048

Prepared by:  
CENTRAL MONEY MORTGAGE CO., INC.  
DES PLAINES, IL 60016

2971314

E-03-073

## MORTGAGE

(8)

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1997 . The mortgagor is ROBERT L. MCKINNEY AND CHERYL D. MCKINNEY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CENTRAL MONEY MORTGAGE COMPANY, INC.

which is organized and existing under the laws of THE STATE OF MARYLAND , and whose address is 8840 STANFORD BOULEVARD-SUITE 2200 COLUMBIA, MARYLAND 21045 ("Lender"). Borrower owes Lender the principal sum of SEVENTY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 72,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2027

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 23 IN THE SUBDIVISION OF THE NORTH 1/2 OF BLOCK 10 OF 1ST ADDITION TO KENSINGTON, A SUBDIVISION IN THE WEST FRACTIONAL HALF OF SECTION 27, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 5, 1910 AS DOCUMENT NUMBER 4506782, IN COOK COUNTY, ILLINOIS.

25-27-109-028

Lawyers Title Insurance Corporation

Parcel ID #:

which has the address of 12012 SOUTH MICHIGAN , CHICAGO  
Illinois 60628 [Street, City].  
ILLINOIS Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 8/90  
Initials: RJM Amended 8/96

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VMP MORTGAGE FORMS - (800)621-7291

(Street, City).

DPS 1089

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of 2

(2008) (70)M9-2001

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08/6 410E 1904

ANSWER

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) consents in good faith to a modification of the terms of the lien which does not impair the rights of Lender; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinate to this Security Instrument. If Lender determines that any part of the property is subject to a lien which may affect his security interest, Lender may require Borrower to pay off the lien or take such other action as Lender deems necessary to protect his security interest.

If Borrower makes late payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 due and pay interest thereon at the rate of six percent per annum.

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

### **3. Application of Pyramids. 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;**

Funds held by Leander at the time of acquisition or sale as a credit, subject to the deduction of the property taxes paid by Leander, if, under paragraph 21, Leander shall acquire or sell the property, subject to the deduction of the property taxes paid by Leander.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any twelve monthly payments, all Lender's sole discretion.

time is not sufficient to pay the Escrow fees 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

Subject to the Funds' withdrawal, the Funds are programmed as follows:  
a) For the first 12 months of application of the Funds, if the amount of the Funds held by Leander at any

Without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

used by Lender to recover its contribution with this loan, unless applicable law provides otherwise. Otherwise, all agreeement is made in writing.

vertifying the Escrow Items, unless Lender pays Borrower or its interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge.

Block 10: Lender's Name and Address. The name and address of the Lender must be provided. This information is used for the preparation of the mortgage documents.

Each row of items or otherwise in accordance with applicable law.

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, at any time, require and hold funds in an amount not to exceed the maximum amount due under the note or otherwise under the terms of the note.

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."

and assessments which may affect property over this security instrument as a lien on the Property; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

Participia of and Interests on the other evidence by the Note and any prepayment and late charges due under the Note.

**UNIFORM CONTRACT FOR LIFE INSURANCE**

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**BORROWER COVENANTS** Borrower is aware that Property is unique, subject to all claims and demands, subject to any encumbrances or record, and will defend generally the title to the Property against all claims and demands, except for encumbrances of record. Borrower warrants and conveys the Property as unencumbered, except for encumbrances of record. Borrower warrants that he has no interest in the Property other than as owner, and that he has no power to convey the Property.

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".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

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this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to

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14. Notwithstanding, any notice to Borrower provided for in this Security Instrument shall be given by first class mail to it by first class mail unless otherwise 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 or any other address by notice to Lender. Any notice to Lender shall be given by first class mail to

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 limit, 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 exceed the permitted limit will be reduced as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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 payment to Borrower under the Note.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The severabilities 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 instrument but does not execute the Note: (a) is co-signing this Security Instrument only to move away; grant and convey that security by this 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, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

compliance proceedings against any successor in interest or referee to extreme amounts due for payment of otherwise modify amortization of this sum 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.

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; Robberance By Lender Not A Waiver. Extension of the time for payment of modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be relieved of the duty to pay the principal and interest when due under the terms of this Note.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not it is due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the 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 amounts 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 market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assented to.

10. Condemnation. The proceeds of any award or claim for damages cause for the condemnation.

9. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to cost to Borrower of the mortgage insurance previously in effect, from an alternative mortgage insurer approved by Lender.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

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

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

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

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

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

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

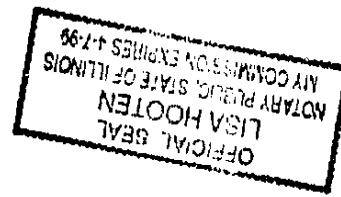
21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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6R(1L) 18801

Form 3014 8/90



My Commission Expires:

*Robert McKinney*

Given under my hand and official seal, this  
15 day of NOV 1991  
signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY**  
, personally known to me to be the same persons whose name(s)

*Robert L. McKinney and Cheryl D. McKinney, Husband and Wife*

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

*Cheryl McKinney*  
County Seal  
Borrower  
(Seal)

*Robert L. McKinney*  
State of Illinois, COOK  
County Seal  
Borrower  
(Seal)

*Cheryl D. McKinney*  
County Seal  
Borrower  
(Seal)

*Robert L. McKinney*  
County Seal  
Borrower  
(Seal)

*Robert L. McKinney*  
County Seal  
Borrower  
(Seal)

Witnesses:  
In any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
 23. Waiver of Homeestead. Borrower waives all rights of homestead exemption in the Property.  
 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.  
 21. Inclusion, but not limited to, reasonable attorney's fees and costs of title evidence.  
 20. Proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding by the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may require immediate payment by judicial proceeding before the date specified or any other demand of Borrower to accelerate payment. If the default is not cured on non-excitation of a default or any other demand of Borrower to assert in the foreclosure proceeding the former Borrower of the right to remanifest after acceleration and sale of the Property. The notice shall further secured by this Security Instrument, foreclose by judicial proceeding and sale of the Property. The date specified in the notice may result in acceleration of the sums (d) that failure to cure the default on or before the date specified in the notice given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice shall specifically: (a) the default; (b) the action required to cure the default; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the date the notice is given to Borrower, by which the default must be cured; and (d) the date specified in the notice given to Borrower, by which the default must be cured.
- Check applicable boxes.)
- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider      | <input type="checkbox"/> Other(s) [Specify] |
| <input type="checkbox"/> Planed Unit Development Rider    | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> VA Rider           |

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## ADJUSTABLE RATE RIDER (LIBOR Index • Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of NOVEMBER 1997, 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 CENTRAL MONEY MORTGAGE COMPANY, INC.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
12012 SOUTH MICHIGAN, CHICAGO, ILLINOIS 60628

[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 10.250 %. 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 1ST day of JUNE 1998, and on that day every sixth 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 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."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SEVEN AND FIVE HUNDREDTHS percentage point(s) (7.050 %) 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 limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

### MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family - Freddie Mac Uniform Instrument

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Rev. 12/13/96

DHS-2700

100-8158 (0304)

VMP MORTGAGE FORMS • 1800/821-7291

Form 3192 7/92

Initials: LM

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G-1-B 193041

Borrower  
(Seal)

Borrower  
(Seal)

CHERYL D. MCKINNEY  
(Seal)

ROBERT L. MCKINNEY  
(Seal)

Rate Rider.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Adjustable

Instrument without further notice or demand on Borrower.  
These sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security  
mailed within which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay  
accrual, The notice shall provide a period of not less than 30 days from the date the notice is delivered or  
accrual, unless Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of  
and in this Security instrument. Borrower will continue to be obligated under the Note and this Note  
acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note  
concerning to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is  
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's  
this Security instrument is acceptable to Lender.

Security will not be impaired by the loan assumption so that the risk of a breach of any covenant or agreement in  
transaction if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended  
exercise is prohibited by federal law as of the date of this Security instrument, Lender also not exercise this  
full of all sums secured by this Security instrument, however, this option shall not be exercised by Lender if  
a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in  
transfer in it is sold or transferred (or if, beneficial interest in Borrower is sold or transferred and Borrower is not  
uniform Covenants 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 note.

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  
(E) Effective Date of Changes  
payments again.

The interest rate I am required to pay at the first monthly payment date after the Change Date will never be greater than  
or less than 10.2500 %. Thereafter, my interest rate will never be increased or decreased on any  
single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the  
preceding six months. My interest rate will never be greater than 16.250 %. NOR  
LOWER THAN 10.2500 %.

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  
(D) Limits on Interest Rate Changes  
payment.