When Recorded Mail To: Waterfield Financial Corporation 7500 W Jefferson Blvd Port Wayne, IN 46804

97367994

epared by:

labinger, Vice President [Financial Corporation Tield Financiel W. Jefferson Mayne, IN 46804

DEPT-01 RECORDING

\$35,50

- 7#0010 TRAN 7893 05/23/97 12:29:00
- #9302 # CG #-97-367994 COOK COUNTY RECORDER

1706775

THIS MCRTGAGE (*Security Instrument '15 given on May 16, 1997 Gerard J. Gust and Kelly A. Gust, his wife

. The mortgagor is

("Borrower"). This Security Instrument is given to Internet (fortgage Inc.

which is organized and existing under the laws of Corporation address is 21 W. Illinois Street, Chicago, IL 60611 , and whose

Three Hundred Ninety Four Thousand and 00/100

Dollar (U.S. \$394,000.00

("Lende "). Corrower ower Lender the principal sum of

This debt is evidenced by Borrower's note dated the same date as this Security Incorporate ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2021

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, advance under paragraph 7 to protect the security of this Security Instrument: and (c) the performance of Borrower's covenants and parenteents under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to water the following described property located in Cook

LOT 24 IN BOLTEN'S ADDITION TO PARK RIDGE, SAID ADDITION BRING A SUBDIVISION OF PART OF BLOCK 2 IN PERMY AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 MORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

MAICER PC

Percel ID #: 09-26-405-035-0000

which has the address of 422 Morth Grand Blvd., Park Ridge

60068 Himous

("Property Address"):

MINNY FREMATFILLISC WISFORM ERT Form 3014 9/90 Amended 0/36

2105909



|Street. City |

1706775

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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record,

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

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

- 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 waiver by Lender. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property instrumes premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; snd (f) my sums payable by Borrower to Lender, in accordance with the provisions of paragraph & or lieu of the payment of mortgage insurance premiums. These items are called "Encrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a faderally related mortgage loss may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. If U.S.C. Section 2601 et sng. ("RESPA"), onless another law that applies to the Funds sets a leaser 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 decon the basis of current data and reasonable estimates of expenditures of future Encrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution wise deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in the Foderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding as 2 coplying the Funds, annually analyzing the encrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and doors to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums recurred by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in whiting, 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 socured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the series secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs. I 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; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may artain 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 porson owed payment. Borrower shall promptly famish to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly famish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any tien which has priority over this Security (instrument unless Borrower: (a) agrees in writing to the payment of the obligation accured 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 bolder of the lien an agreement antisfactory 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 there.

•---

1706775

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 occurringly feasible and Lender's security is not lessened. If the restoration or repair is not economics by braible 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 asswer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance exceeds. 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 out of the gree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments inferred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired to Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pers to Lender to the extent of the sums secured by this Socurity 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 Bullower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property in Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, vaich consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's constrat. 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 frish judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument of Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action of expecteding to be distrissed with a ruling that, in Lander's good faith determination, precludes forfeiture of the Borrower's lander in the Property or other material impairment of the lien created by this Security Instrument or Lender's accurity interest. For over shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information of sustements 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 Security Instrument is on a leasthold. Borrower shall comply with all the provisions of the lease. If Borrower acquires for little to the Property, the leasthold and the fee title shall not merge valets Lander agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreement 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 Immrance. If Lender required mortgage insurance as a condition of making the tono 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 coases to be in effect, Borrower shall pay the premiums required to

1706775

obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insures approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each mouth 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 at 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 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 ourse 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 wall 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 in accelerably 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 Porrower. In the event of a partial taking of the Property in which the fair market value of the Property 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 thether 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 fails to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, as its option, wither to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Londer and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs ! v.o. 2 or change the amount of such payments.

- II. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the nums 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for physical or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall dot by 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 covers 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. Lean 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 to that the interest or other toan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any propayment 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 small 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 small to

-

Fam 2014 2/20

1706775

Londor's address stated herein or any other address Londor designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lendor 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. Servower'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 Londor's prior written consent. Londor 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 Londor 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 we over 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.

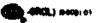
- 18. Represent's Right to Ariestate, If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstrument) before sale of the 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 un fer this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys was, 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 constantement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if an 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 Lean Servicer. The Note or a ratial 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 antity (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 also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, a special, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else u do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply us the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be expropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claims, demand, lawsuit or often 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 teams, or is notified by any governmental or regulatory authority, that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necestary remodial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as loxic or hazardous substances by Environmental Law and the following substances: gractine, kerosene, other flammable or toxic petroleum products, toxic petroleum products, toxic petroleus and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and taws 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; Remodies. Lender shall give natice to Borrower prior to acceleration following Borrower's breach of any covernant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unique



97267994

UNOFFICIAL COPY

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 until be cured; and (d) that failure to cure the default on or before the date specified in the notice may remat 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, f-ender, at its option, may require immediate payment in full of all same 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 attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Secrewer. Becrower shall pay any recordation costs.

23. Walve of Noncestead. Borrower waives all right of homestead exemption in the Property.
24. Riders to this Security furtrument. If one or more riders are executed by Romower and recorded together with this
Security Instrument, the concentrate and agreements of such such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Socurity Instrument as if the ridor(s) were a part of this Socurity Instrument.
[Check applicable box(es)]
Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Horne Rider VA Rider Other(s) (specify)
BY SIGNING BELOW, Borrower accepts and agreents the terms and covenants contained in this Security Instrument and
Witnessees: General J. Gust (Seal)
Genard J. Gust (/ Berman
Lave House
Kelly A. Gues
(Sal)
(Seal)
क्रियाचार क्रियाचार
STATE OF ILLINOIS, Cook County St.
a Notary Public in and for said county and says do hereby certify
STATE OF ILLINOIS, Cook I
personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before the this day in person, and acknowledged that they
tigned and delivered the said instrument as their free and poluntary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this 16th day of May . 1997
My Commission Expires:
Nilery Public
OFFICIAL SEAL
Noticy Protes. State of Sincial Noticy Protes. State of Sincial
Noticy Public Sales 03/09/2001 My Commission Expires 03/09/2001
I - AAAAAAA

97267994

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16th day of May .

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 Internet Hortgage Inc.

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

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

422 North Grand Blvd., Park Ridge, JL 60068

The Note provides for an initial interest rate of \$7.625 the interest rate and the monthly payments, as for one:

S. The Note provides for changes in

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of June . 1998 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant matricity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the case 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and 000/1000 percentage point(s) (3.000 white 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.

BUT TISTATE ADJUSTABLE RATE REDER - ARM 6-2 Singly Family Family Manfroddle Man Uniform Instrument

Page 7 of 7

#229 #100:02 2105915

VALUE SECURE COLUMN PROPERTY STATES



1706775

97367994

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 0.625 % or less than 4.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the proceding twelve months. My interest rate will never be greater than 12.625 %.

(E) Effective Dute of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment date after the Change Date until the amount of my monthly payment Changes again.

(F) Not at of Changes

The Now Polder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payable before the effective date of any change. The notice will include information required by law to be given me and also he title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Coverage 17 of the Sourity Instrument is amended to read as follows:

Transfer of the Property of 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 an date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted in Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; 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 coverant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, London only charge a reasonable fee as a condition to London's consent to the loan assumption. Lender may also require the transferree to sign an assumption agreement that is acceptable to London and that obligates the transferree to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maited within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these nums prior to the expiration of this period, Lender may invoke any remodes permaned by this Security Instrument without further notice or domand on Borrower.

BY SIGNING BELOW, 1	Borrower accepts and agrees to the terms	and covenants coverined in this	Adjustabis
Rate Rider.	•		

Heral	Sunt	(Seal
Gerard J. Gust	\ <u>.</u> \	- Buttiere
Hulle H	10m2	(Seal
Kelly A. Gust		·Bi especial
		(Sea)
		- The sett of sentents
		(Seal
		· Burrers