

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$39.00  
140009 TRAN 1320 02/18/98 12122100  
\$7739 + CG #--98-128893  
COOK COUNTY RECORDER

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## MORTGAGE

0971218446

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 10TH, 1998 by ROGER J. PEREZ, AN UNMARRIED PERSON

("Borrower"). This Security Instrument is given to MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of UNITED STATES OF AMERICA, and whose address is 1823 CENTRE POINT CIRCLE P. O. BOX 3142, NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 108,700.00 ). 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 MARCH 1, 2028. 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:

THE SOUTH 1/3 OF THE NORTH 1/2 OF LOT 4 IN BLOCK 5 IN THE SUBDIVISION OF BLOCK 5 AND 11 IN SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID IN COOK COUNTY, ILLINOIS.

P.I.N. #: 16-29-211-029-0000  
which has the address of 2330 S 58TH AVE  
(Street) CICERO  
Illinois 60804 [City]  
(Zip Code) ("Property Address");

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3. Application of Paragraph 1 and 2 shall be applied to principal charges due under this Note, to principal charges due under Paragraphs 1 and 2 shall be applied to interest due; forth, to principal due; and last, to any late charges due under this Note.

Upon payment in full of all sums secured 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 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 sum secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excessive 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 hold the same until paid or make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually, and/or verifying the Escrow items, unless Lender has an interest in the Funds and/or is a Borrower interested in the Funds to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan.

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 affect priorly 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, 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 require that Borrower's amount not to exceed the maximum amount, at any time, collects and holds Funds in an account under the federal Real Estate Settlement Procedures Act of 1974 as amended from Borrower's account account to another law that applies to the Funds sells a lesser amount, if so.

U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sells a lesser amount, if so, the amount of Funds due on the basis of current due and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

ii) Payment of principal and interest, prepayment and late charges; however, small company pay under Note.

UNIFORM COVENANTS, BOROWSKI AND LEHDEI COVENANT AND AGREEMENTS;

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.

**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".

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**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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

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modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in 11. Borrower Not Released; Forgiveness By Lender Note A Waiver. Extension of time for payment of payme

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

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

this Security Instrument whether or not the sums are then due. agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise event of a partial taking of the Property in which the fair market value of the sums secured immediately before the taking is (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by agree in writing, the sums secured by this Security Instrument shall be reduced by the proceeds of the sale in the amounts secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of this Security in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

hereby assigned and shall be paid to the Lender. 10. Condemnation. The proceeds of any award of claim for damages, directly or consequential, in lieu of condemnation, are with any condemnation or other taking of any part of the Property, for conveyance in lieu of condemnation, a

shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection. 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

applicable law. shall give notice to mortgagage insurance ends in accordance with any written agreement between Borrower and Lender or require payment of premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the shall pay the premium provided by an insurer approved by Lender again becomes available and is obtained. Borrower longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no premium being paid by Borrower when the insurance coverage lapses or ceases to be in effect, Lender will accept, available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance alternative mortgage insurance provided by Lender. If substantially equivalent mortgage insurance is not at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an pay the premium received to obtain coverage substantially equivalent to this mortgage insurance previously in effect, for any reason, the To obtain coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall this Security instrument, Borrower shall pay the premium required by Lender to cease to be in effect, Lender will

8. Mortgage insurance. If Lender requires insured mortgage insurance as a condition of making the loan secured by Borrower requiring payment. Insurance from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by Allthough Lender may take action under this paragraph 7, Lender does not have to do so. instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property as proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, contained in this Security instrument that may legally affect Lender's rights in the

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements property, the lesseehold and the fee title shall not merge unless Lender agrees to the merger in writing. is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument

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interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a 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) take such action as Lender may reasonably require to assure that the title of this Security Instrument, Lender's rights in the Property and

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Security Instrument

24. **Holders of 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 shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this

[23. Waller of Homestead, Borrower of Homestead] Borrower of Homestead all right of homestead extended exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

## **EVIDENCE.**

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

Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall, or orally give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency of private party involving the Property and any Hazardous Substance or any other action by any government agency of private party involving the Property and any Hazardous Substance or any other action by any government authority or any other party involved in the transaction.

The presence of, or storage on, the Property of small quantities of hazardous substances that are generally recognized to be capable to normal residential uses and to maintenance of the Property.

affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to any hazardous substances or in the property.

20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposition, storage, or release

should be made. The notice will also contain any other information required by applicable law.

The Lender may be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Lender, Borrower will be given written notice of the change in accordance with paragraph 14 above and

Instruments (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the

19. **Sale of Note; Change of Lender.** The Note or partial interest in the Note (together with this Security) may be sold by the Noteholder to another party.

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

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(Check applicable box(es))

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 VA Rider

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

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*ROGER J PEREZ*

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,

I, *JENNEY BELL*, a Notary Public in and for said county and state do hereby certify  
that ROGER J PEREZ, AN UNMARRIED PERSON

MCW

County ss:

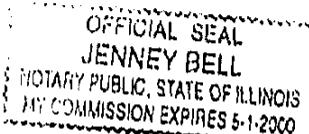
, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

10/18

day of October, 1998.

My Commission Expires:



*10/18/98*  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
KENNETH KORANDA  
1823 CENTRE POINT CIRCLE  
P. O. BOX 3142  
NAPERVILLE, IL 60566-1742

WHEN RECORDED RETURN TO:  
MIDAMERICA FEDERAL SAVINGS BANK  
1823 CENTRE POINT CIRCLE  
P. O. BOX 3142  
NAPERVILLE, IL 60566-7142

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

THIS ADJUSTABLE RATE RIDER is made this 10<sup>th</sup> day of FEBRUARY, 1998, 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 MIDAMERICA FEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2110 S. 58TH AVE., CICERO, ILLINOIS 60604  
[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 6.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### B. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of MARCH 1<sup>ST</sup> , 2001, and on that day 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

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

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## (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points ( 2.750 %) 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.

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 8.625 % or less than 6.625 %. 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 preceding twelve months. My interest rate will never be greater than 12.625 %, which is called the "Maximum Rate", or less than 6.625 %, which is called the "Minimum Rate".

## (E) Effective Date of Changes

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

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

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

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the 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 Security Instrument is acceptable to Lender.

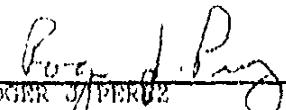
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
ROGER J. PUGLISI  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Property of Cook County Clerk's Office

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