

UNOFFICIAL COPY

98213458

Page 1 of 10

4406/0006 13 002 1998-03-19 11:20:01

Cook County Recorder

39.50

RECORD AND RETURN TO:
SILVER MORTGAGE BANCORP., INC.

831 EAST ROOSEVELT ROAD
WHEATON, ILLINOIS 60187



COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

0209352540

2 of 3

3/18/98

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 23, 1998** by **AUDRE V. GVIDYS, UNMARRIED PERSON** and **CURT L. BAGNALL, UNMARRIED PERSON**

("Borrower"). This Security Instrument is given to **SILVER MORTGAGE BANCORP., INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **531 EAST ROOSEVELT ROAD WHEATON, ILLINOIS 60187** ("Lender"). Borrower owes Lender the principal sum of **FOUR HUNDRED SIXTY FOUR THOUSAND AND 00/100**

Dollars (U.S. \$ **464,000.00**).

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 **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:

LOT 3 IN HINSDALE SANITARIUM'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 10 IN SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

18-06-315-024

Parcel ID #:

which has the address of **211 JUSTINA, HINSDALE**

Illinois **60521**

Zip Code ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90

Amended 8/96

MD-BR(IL) 10001

Street, City

DPS 1089

UNOFFICIAL COPY

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) conveys in good faith the lien or defends against enforcement of the lien in, legal proceedings which it in good faith believes to be Lender's opinion operate to prevent the enforcement of the lien; or (c) recourses from the holder of the lien an agreement satisfactory to Lender abrogating the lien to the satisfaction of the Lender.

4. **Chargers; Lenses, Borrower shall pay all taxes, assessments, charges, fine and impositions attributable to the Property which may attach 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 receipts evidencing the payment.**

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

Upon payment in full of all sums accrued 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 sums secured by

If these funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the funds held by Lender as additional security for this advance; to the same secured by this advance; and to the same secured by this advance.

The Funds shall be held in an escrow account 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 Escrow fees, holding and applying the Funds, usually finalizing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay an independent real estate law reporting service used by Lender in connection with this loan, unless Borrower otherwise agrees for an agreed-upon service fee. Borrower and Lender may agree to pay Borrower any interest or earnings on the Funds until the Funds are paid in full.

2. Funds for Taxes and Insurance, subject to application of law or to a written waiver by Lender, Borrower shall pay to Lender on the Taxes and Insurance, which may attach priority over this Security Instrument as a lien on the Property; (a) yearly taxes and assessments which may attach priority over this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph B, in lieu of the payment of mortgage insurance premiums. These items are called "Borrower Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under for a federally related mortgage loan, to acquire for Borrower's account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may ultimate the amount of Funds due on the basis of current data and reasonable estimates of future expenses or otherwise in accordance with applicable law.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

UNIFORM COVENANT'S BORROWER AND LENDER COVENANT AGREEMENT AS FOLLOWS:

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

BORROWER COVENANTS that Borrower is lawfully entitled thereto, conveys and has the right to mortgage;

STRUCTURE now occupies a part of the property. All replacement erected on the property, and all improvements now or hereafter made on the property shall be covered by this Security Instrument.

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 evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. 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

UNOFFICIAL COPY

14. Noticer, Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless otherwise specified in the Note or Mortgag.

Prepayment charge under this Note.

13. Loan Charges. If the loan required by this Security Instrument is subject to a law which sets maximum charges, and that law is finally interpreted so that the interest or other total charges collected or to be collected in connection with the loan exceeds the amount necessary to reduce the charge to 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 sum 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 charge.

reduced by this security mechanism; and (c) agrees that Leander and any other power may agree to extend, modify, or terminate any communication which regard to the terms of this Security Interim or the Note without the Bank's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The co-veniences and agreements of the parties to this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of any right or remedy.

~~RECEIVERS TO INTEREST. Any holder in exercising any right or remedy shall not be a waiver of or preclude the~~

Under Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or increase the due date of the monthly payments or interest or fees or charges | and 2 or clauses (a) through (d) of such provision.

award of aetile 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, at its option, either to restoration or repair of the Property or to the ultimate secured by this Security Instrument, whether or not the aetile.

be applied to the sums received by this Society, if instruments written or hot the sum are used.

Security instruments must be transferable before the taking, unless Borrower and Lender otherwise agree in writing. The number 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 received 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 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 taking, unless Borrower and Lender otherwise agree in writing.

In the event of a total taking of the Property, the proceeds shall be applied to the sum secured by this Security Instrument, whether or not there is with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby affirmed and shall be paid to Lender.

Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

Insubordination ends in accordance with duly written Agreement between Borrower and Lender or applicable law.

that premium rates required by the insurer approved by law concerning insurance under the same plan.

be in effect. Lender will accept, use and retain these payments as it loses service in lieu of mortgage insurance. Loans made by payees may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

absolutely equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapse or ceased to

obtain a average subsaturationally equivalent to the more gauge pressure previously in effect, at a cost substantially equivalent to the cost to Biotower of the more gauge pressure previously in effect, from an alternative mortgagable instrument approved by Lender. If

0209352540 Page 4 of 10

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.

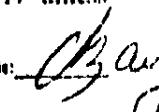
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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

Initials: 

UNOFFICIAL COPY

Page 1

8 18 8 883x4

Form 3014 9/80

National Public

'personally known to me to be the same [etc.] (b) whom's name(s) I am attached to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
THEIR and voluntary act, for the uses and purposes thereina set forth.

1. Notary Public in and for said County and State do hereby certify
2. County of _____, _____, _____.

AUDREY V. GILLDYS, UNMARRIED PERSON AND CURT L. HAGNALL, UNMARRIED PERSON

STATE OF ILLINOIS. COOK

માનુષ-
(માર્સ) -

ANSWER
(mas)

ମୁଦ୍ରଣକ୍ଷେତ୍ର
(ପଞ୍ଚାଶ)

COTT T., BAGNALL

AMMONG—
(1835)—

AUDRE V. GUILPYS

BY SIGNING BELOW, Bidders/offerors accept and agree to the terms and conditions contained in this Security Information

24. **Notices** to this Security Instrument, the Guarantees and Agreements of each such rider shall be incorporated into and shall amend and supplement the Security Instruments and Agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

Without regard to Borrower, Borrower shall pay any recordation costs, without regard to Borrower, Borrower waives all right of homestead exemption in the Property.

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

recovered by this Security Interdiction without damage and may therefore be entitled to all expenses incurred in pursuing the remedies provided in this paragraph.

or before the date specified in the notice. Lender, in its option, may require immediate payment in full of all sums due-existence of a default or any other deficiency or noncompliance and to receive interest, it the debt is not cured on

Secured by this Securit y Instrument, Reduced or by Judgment and sale of the Property, the Notice shall return inform Boltower of the right to resume after acceleration and the right to recover in the foreclosure proceeding the

application can law provides other ways. If a notice shall specify: (a) the amount; (b) the action required to cure the deficiency; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the deficiency on or before the date specified in the notice may result in acceleration of the sum(s).

Digitized by srujanika@gmail.com

98213450

98213458 Page 7 of 10

FIXED/ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Cap) 0209352540

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23RD 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 Fixed/Adjustable Rate Note (the "Note") to SILVER MORTGAGE BANCORP, INC.

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

211 JUSTINA, MINSDALE, ILLINOIS 60521
(Property Address)

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.875% and the Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

✓ The Note also provides for

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2003, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family - Franklin Mae Uniform Instrument

Page 1 of 1

Form 3192 6/94 Rev. 10/94 DPS 487

© 1992 Franklin National Bank

FMF MORTGAGE / FAMB - 10001221 REV.

10001221

Travis

98213458 Page 3 of 10

(C) Calculation of Charges

Before each Change Date the Note Holder will calculate my new interest rate by adding TWO AND SEVEN EIGHTHS percentage point(s) (2.8750 %) 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 Charge 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.

S&P: Impact on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.8750 % or less than 5.8750 %. Thereafter, my adjustable 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 12 months. My interest rate will never be greater than 12.8750 %.

(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.

Notice of Change

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate in an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the 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

1. UNTIL BORROWER'S INITIAL, FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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.

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.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE
INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17
OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO
BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY
INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

RIDER - LEGAL DESCRIPTION

LOT 3 IN HINSDALE SANITARIUM'S SUBDIVISION OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 10 IN SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD RIGHT OF WAY, EXCEPT THE NORTH 241.56 FEET OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 IN JEFFERSON GARDENS, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

18-06-115-024