

# UNOFFICIAL COPY

0 3 4 9 1 1 3 Form #20

Certificate No. 1431224 Document No. 3491130

TO THE REGISTRAR OF TITLES  
COOK COUNTY, ILLINOIS:

You are directed to register the Document hereto attached  
on the Certificate 1431224 Indicated affecting the  
following described premises, to-wit:

Lot 83 and the East 7.00 feet of Lot 84 in Village West Cluster 5, a subdivision of part of a parcel of Land being a part of the West 1/2 of the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 2, Township 35 North, Range 13, East of the Third Principal Meridian, registered in the Registrar Office of Cook County, Illinois as Document Number 2665716 on December 15, 1972, in Cook County, Illinois.

**PARCEL 2:**

Easements appurtenant to and for the benefit of Parcel 1 over Lots 130, 133 and 136 as set forth in the Plat of Village of West Cluster 5, filed December 15, 1972, as Document Number LR 2665716 and as created by the Declaration of Covenants, Conditions and Restrictions made by the Garden Court Township Association filed April 25, 1973 as Document LR 2687536 and as created by deed from LaSalle National Bank, National Banking Association, as Trustee under Trust Agreement dated January 31, 1972 known as Trust Number 43514 to Dr. Roger E. Allen and Laura J. Allen, His Wife, dated April 1, 1976 and filed May 17, 1976 as Document LR 2809727 for ingress and egress, in Cook County Illinois.

PERMANENT TAX NUMBER: 31-02-204-187 Vol. 178 ADD 3440 GOLFVIEW HAZEL CREST IL

Section \_\_\_\_\_ Township \_\_\_\_\_ North, Range \_\_\_\_\_ East of the

Third Principal Meridian, Cook County, Illinois.

George M. White

CHICAGO, ILLINOIS 1 21 86 19 \_\_\_\_\_.

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ADJUSTABLE RATE RIDER  
(1 Year Treasury Index—Rate Caps)

3191130  
A. J. SMITH FEDERAL SAVINGS BANK  
58 85/18 HZ

THIS ADJUSTABLE RATE RIDER is made this 18th day of November, 1985, 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 A. J. SMITH FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3440 Golfview, Hazelcrest, Illinois 60429  
[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 9.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 1987, 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 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One-Half percentage points (2.5%) 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 11.25% or less than 9.5%. 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 15.9%.

(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.

L-43675-C7

LEARN FOLLOWS MORTGAGE

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JAN 21 3 48 PM '86

REGISTRAR OF TITLES

IDENTIFICATION No.	WHITE
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LADD TITLE CO.  
 100 W. MADISON, 4TH FLOOR  
 CHICAGO, ILL. 60603

FILE # 6-43685-27

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1471224  
REPLICATE

Property of Cook County Clerk's Office

This instrument was prepared by: Lisa A. Beymer  
 14757 South Cicero Avenue  
 Midlothian, Illinois 60445  
 BOX 168

.....  
 Kathy A. Benni  
 (Seal) -Borrower

.....  
 Peter I. Benni  
 (Seal) -Borrower

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.

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.