UNOFFICIA

PARED BY: TOM MADER HINSDALE FEDERAL SAVINGS and LOAN P.O. BOX 386 HINSDALE, ILLINDIS

## TORRENS

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LOAN # 001-10665986

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 3.1

19.86. The mortgagor is ...EDWARD...T...BUTT...JR...AND.LESLIE...H...BUTT...HUSBAND...AND...WIFE... FEDERAL SAVINGS AND LOAN ASSOCIATION Security Instrument is given to HINSDALE which is organized and existing under the laws of LOAN ASSOCIATION and whose address is P.O. BOX 386.

Which is organized and existing and whose address is P.O. BOX 386.

GRANT SOURCE HINSDALE, IL 60521 ("Lender").

Borrower owes Lender the principal sum of ONE HINDRED EIGHTY THOUSAND AND NO/100. Dollars (U.S. \$......1.8.0., 0.0.0...0.0). This debt is evidenced by Borrower's note ui dated the same date as this Scorrity Instrument ("Note"), which provides for monthly payments, with the full debt, if not modifications; (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 Cor, hereby mortgage, grant and convey to Lender the following described property 

ALL OF LOT 22 AND LOT 23 (EXCETT THE NORTH 15 FEET THEREOF) IN BLOCK 17 IN WESTERN SPRINGS RESUBDIVISION OF PART OF LAST HINSDALE, A SUBDIVISION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 38 NORTH, RANCE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, All LYING SOUTH OF THE CHICAGO AND NAPER LLLE HIGHWAY AND WEST OF THE EAST LINE OF SECTION 16 AEORESAID, PRODUCED NORTH OF SAID HIGHWAY IN AFORESAID SECTION 6, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 18-06-220-015

WESTERN [City] [Street] 60558-1443 Illinois .....[Zip Code] ..... ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 seised 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.

	WELICATE UNOFFICIAL COPY TO THE TOP OF THE T
MI	The modal Stackerson
	APR 15 3 22 PH '86 THE BOOK OF TITLEE
	T. C. T.
	Shifter Cher.
	Given under my hand and official seal, this
	Given under my hand and official seal, this 15. day of . C. A. L 19.86.
	signed and delivered the said instrument as. T. C. C. free and voluntary act, for the uset and purposes therein
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . I.he
	personally known to me to be the same person(s) whose name(s)
	do hereby certify that. EDWARD. T BUTT, . JR Snd. LESLIE. H HUSBAND. AND WIFE
	I, The wind the gard of a Notary Public in and for said county and state,
	STATE OF ILLINOIS,
	neworrioB—  [Space Below This Line For Acknowlers]
	(JgoZ)
	([ss2])
	LESLIE H, BUTT —Borrower
	EDWARD T. BUTT, JR. (Scal)
	Instrument and in any rider(s) executed by Borrower and recorded with it
	BY SIGNING BELOW, Borrewer accepts and agrees to the terms and covenants contained in this Security
	XXO11per(s) [sbeen] WCRTGAGE RIDER-PARAGRAPH 17 SUPPLEMENT
	Adjustable Late Rider   And ADLE Vor MHERETO  Condominium Rider  And ADLE Vor MHERETO  Planned Unit Development Rider  Graduated 18 me it Rider
	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 Security Instrument. [Check of phicable box(es)]
	22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
	21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
3507067	but not limited to, reasonable attorneys' fees and costs of title evidence.  20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
ĬĊ?	19. 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 paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default on or before the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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, Lender at its option may require immediate payment in full of all sums 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 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,
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NON.UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:



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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other 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 total 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, 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 Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or satile 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 sums secured by this Security Instrument, whether or not then due.

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

10. Borrower No. Leleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or errice to release the liability of the original Borrower or Borrower's successors in 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 every configuration of any right or remedy.

11. Successors and Assigns Bound; John 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-ligning 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) grees 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.

12. 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (c) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (d) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (d) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (d) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (d) any such loan charges shall be reduced by the amount necessary to reduce the charges to reduce the charges to reduce the charges to re

13. Legislation Affecting Lender's Rights. If enactment or expir too of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps opening in the second paragraph of

paragraph 17.

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 I istrument 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, Eorrower 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 had no acceleration 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 paragraphs 13 or 17.



requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the

fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold,

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. If under paragraph 19 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 I attention to the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I attention and the property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security I attention and the sums secured by this Security I attention and the sums secured by this Security I attention and the sums secured by the security I attention and the sums secured by the security I attention and the sums secured by this Security I attention and the sums secured by this Security I attention and the sums secured by the sums secured by this Security I attention at the sums secured by the sum secured

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to regione 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, he had had a conomically feasible or Lender's security would be lessened, he had had not secured by this Security Instrument, whether or not then due, with any consess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the Property, or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not answer within 30 days a notice from Lender that the Property or does not an answer within 30 days a notice from Lender that the Property or does not an analysis of the Property or does not

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. all receipts of paid premiums and renewal notices. In the event of loss, Borrower 5/20, give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. 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 stolect to Lender's approval which shall not be insured against loss by fire, hazards included within the term "extended operage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the improvemen s now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of 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 new in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of an, 1,2 the Property; or (c) secures from the holder of the lien an prevent the enforcement of the lien or forfeiture of an, 1,2 the Property; or (c) secures from the holder of the lien an Borrower shall promptly discharge any lien i nich has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments.

\*\*Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the person constraint provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person constraints. Borrower shall promptly furnish to Lender all notices of amounts pay them on time directly to the person constraints. Borrower shall promptly furnish to Lender all notices of amounts pay them on the paragraph. If Borrow et m. kes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the navments.

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit agrars at the sums secured by this Security Instrument.

3. Application of payments received by Lender under paragraphs I and 2 shall be applied. first, to late charges due under the Note; second, to prepayment charges due under the paragraphs I and 2 shall be applied. first, to late charges due under the Note; second, to prepayment charges due under the

than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender, If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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

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



#### RIDER

This Rider is made this	THIRTY-FIRST	day ofMARCH	, 19 <u>86</u> ,						
and is incorporated into a	nd shall be deemed to ame	end and supplement the Mortga	ge, Deed of Trust, or						
Deed to Secure Debt (the	"Security Instrument") of	the same date given by the un	dersigned ("the bor-						
rower") to secure Borrower's Note to HINSDALE FEDERAL SAVINGS and LOAN ASSOCIATION									
		vering the property described in	the Security Instru-						
ment and located at <u>420</u>	9 LAWN								
WES	STERN SPRINGS, IL		<del></del>						

If anything contained in this Fac'er shall be inconsistent in any way with the Security Instrument, the terms and conditions of this Rider shall control.

To more fully define what is meant in paragraph 17 of the Security Instrument concerning transfer of property, change in ownership shall mean any transfer of title to the subject premises, whether direct or indirect, which shall include, but not be limited 'o, ty virtue of the generality thereof, an option to purchase contained in a lease or in a separate documen, a change of ownership of more than ten percent of the corporate stock whether common or preferred, if the borrower is a corporation, or, a change of more than ten percent of the ownership of the beneficial interest in a land trust, if the borrower is a land trust. The meaning of this provision is that there shall be an acceleration of the obligation as set forth in the Security Instrument in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable, or otherwise, whether it the directly or indirectly, of the premises covered hereby without the consent of the mortgagee.

By signing this, Borrower agrees to all of the above.

EDWARD

BUTT, JR. (BORROWE

ONBOWER



(1 Year Treasury Index-Rate Caps)

LOAN NO.001-1066598

THIS ADJUSTABLE RATE RIDER is made this3.1.S.T day ofMARCH
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") toHINSDALE EEDERAL SAVINGS AND LOAN ASSOCIATION
the Security Instrument and located at:
4209 LAWN WESTERN SPRINGS IL 60558-1443

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.

[Property Address]

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 TATE AND MONTHLY PAYMENT CHANGES

#### 4. INTEREST RATA AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The Index

Beginning with the first Change Dote, 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

The Note Holder will then determine the amount of the morably payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full or, 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

#### (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 new its 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 sams 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.

# **UNOFFICIAL COPY**

(105)  Tamoung  Clark's Office
-Borrower
LESLIE H. BUTT Gordower (Seal)
EDWARD T. BUTT, JR. (Seal)

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

or demand on Borrower. 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 tion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of accelera-

(Fixed Rate Conversion Option)

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER is made this Adjustable Rate Rider or Graduated Payment Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note, with Addendum To Adjustable Rate/Graduated Payment Note, to ...Hinsdale Federal Sayings and Loan Association ...... (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and

4209 LAWN WESTERN SPRINGS IL 60558-1443 [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

#### A. FIXED INTEREST RATE OPTION

located at:

The Note provide, for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

### 1. Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion can only take place on the third, fourth or fifth Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." I can convert my interest rate only on one of these three Conversion Dates.

If I want to exercise the Conversion Option, a must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date: (b) on the Conversion Date, I am not in default under the Note of the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to one percent (7.0%) of the unpaid principal I am expected to owe on that Section A3 below, the Note Holder has received the report an 11 lave paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note rolder any documents the Note Holder requires to effect the conversion.

#### 2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield for 30year, fixed rate mortgages covered by 60-day mandatory delivery commitments in effect as of the date 45 days before the Conversion Date, plus five-eighths of one percent (0.625%). If this required net field is not available, the Note Holder will determine my interest rate by using a comparable figure.

#### 3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe on the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conve sion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 95% of the stated value of the property.

#### 4. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date. I will pay the new amount as my monthly payment until the maturity date.

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

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum To Adjustable Rate/Graduated Payment Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead 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.

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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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To

Adjustable Rate/Graduated Payment Rider.

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-Borrower						
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