

THIS ADJUSTABLE RATE RIDER is made this 9TH day of MAY, 1988, 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 HORIZON FEDERAL SAVINGS BANK, A FEDERAL CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9521 LINCOLNWOOD DRIVE, EVANSTON-SKOKIE, ILLINOIS 60203
(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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 interest rate of 9.00%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The adjustable interest rate I will pay may change on the first day of JUNE, 1993, and on that day every 60 month thereafter. 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 5 years 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 2.500 percentage points (2.500%) 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 11.000% or less than 7.000%. 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 12 months. My interest rate will never be greater than 14.000%. The interest rate limits of this Section 4 (D) will not apply if I exercise my Conversion Option under Section 5 of this Note.

(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 adjustable 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. FIXED INTEREST RATE OPTION

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

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5 (A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5 (B) below.

The conversion can only take place as of the last day of any calendar month. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder thirty (30) days prior written notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to one percent (1.0%) of the outstanding principal of this Note as of the Conversion Date; (iv) I must sign and give to the Note Holder any documents the Note Holder requires to effect the conversion; (v) I have made no more than one monthly payment late in the preceding 12 months, and (vi)

Borrower (Seal)

Borrower (Seal)

BRYCE G. RUTLER

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

on Borrower. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a full or all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exer-

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C (1) above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall in-

2. If Borrower exercises the Conversion Option under the conditions stated in Section 2 of this Adjustable instrument without further notice or demand on Borrower.

acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

ment unless Lender releases Borrower in writing. and in this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instru-

consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's

in this Security Instrument is acceptable to Lender. security will not be impaired by the loan assumption and that there is no breach of any covenant or agreement

transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's

it: (a) Borrower causes to be submitted to Lender information acquired by Lender to evaluate the intended

the prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option

full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exer-

natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in

interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any in-

justable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Ad-

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

ing of a home loan.

New Mortgage and such other costs may be customarily charged by a lender in connection with the refinanc-

recording the New Mortgage, the cost of issuing a title insurance policy in favor of Lender with respect to the

ding of a release of the Security Instrument, the cost of preparing a New Note and a New Mortgage, the cost of

by the Note Holder in connection therewith including, without limitation, the cost of the preparation and record-

Mortgage. I acknowledge and agree that I shall be responsible for the payment of all costs and expenses incurred

Federal Home Loan Mortgage Corporation. If the Note Holder requires that I execute a New Note and New

qualify the New Note and New Mortgage for sale to the Federal National Mortgage Association and/or the

(i) reflect the fact that the interest rate shall be fixed for the balance of the term of the New Note and/or (ii) to

Security Instrument with such changes or modifications as the Note Holder deems necessary or appropriate to

under Paragraph (C) above and shall contain other terms which are substantially similar to those in the Note and

fixed interest rate equal to the rate determined under Paragraph (B) above with monthly payments determined

mortgage ("New Mortgage") which shall replace the Note and Security Instrument and which shall provide for a

I acknowledge and agree that at the Note Holder's option, I will execute a new note ("New Note") and a new

(D) New Note and Mortgage

version Date. I will pay the new amount as my monthly payment until the maturity date.

tion will be the new amount of my monthly payment. Beginning with my first monthly payment after the Con-

full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calcula-

payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly

(C) New Payment Amount and Effective Date

information.

commitments are not available, the Note Holder will determine my interest rate by using comparable

eight of one percentage point (0.125%). If this required net yield cannot be determined because the applicable

mandatory delivery commitments, plus one-half of one percentage point (0.5%), rounded to the nearest one-

(i) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day

one-half of one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%), or

than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus

yield as of a date and time of day specified by the Note Holder for (1) if the original term of this Note is greater

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net

(B) Calculation of Fixed Rate

house.

the Note Holder obtains a property inspection (at my cost) which reveals no signs of depreciating value of my

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3708399

1900/66 CE Ball

3708399

(Space Above This Line For Recording Date)

MORTGAGE

515049-5

THIS MORTGAGE ("Security Instrument") is given on MAY 9 19 88 The mortgagor is BRYCE G. RUTTER AND JOYCE M. RUTTER, HUSBAND AND WIFE

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

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1210 CENTRAL AVENUE WILMETTE, ILLINOIS 60091 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED THIRTY EIGHT THOUSAND ONE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ 138,150.00). 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 JUNE 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and 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 does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois: LOT 16 IN THE COMPLEAT HOUSE ADDITION TO LINCOLNWOOD A SUBDIVISION OF PART OF LOTS 6 AND 7 IN OWNERS DIVISION OF PART OF THE NORTH WEST 1/4 AND NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

10-14-206-010-0000

which has the address of 9521 LINCOLNWOOD DRIVE

EVANSTON-SKOKIE

Illinois 60203 ("Property Address")

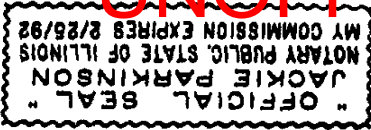
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Central Title

UNOFFICIAL COPY



131 CHICAGO AVENUE
EVANSTON, ILLINOIS 60202
HORIZON FEDERAL SAVINGS BANK
RECORD AND RETURN TO:
HORIZON FEDERAL SAVINGS BANK
EVANSTON, IL 60202
PREPARED BY:

Notary Public
Jackie Parkinson
19 88

My Commission expires: 2/25/92

Given under my hand and official seal, this 16th day of May, 1988

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) is/are

BRUCE G. RUTTER AND JOYCE M. RUTTER, HUSBAND AND WIFE

Notary Public in and for said county and state.

County ss:

STATE OF ILLINOIS.
1. Undersigned
BOOK

Deliver to:
Address:
Deliver to:
Address:
Deliver to:
Address:
Deliver to:
Address:
Deliver to:
Address:

BRUCE G. RUTTER
JOYCE M. RUTTER
Bruce G. Rutter
Joyce M. Rutter

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.

- Others (specify)
- Graduated Payment Rider
- Planned Unit Development Rider
- Condominium Rider
- 2-4 Family Rider
- Adjustable Rate Rider

23. Riders to 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 Security Instrument. [Check applicable boxes]

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of the evidence.

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; (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 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, but not limited to, reasonable attorneys' fees and costs of the evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of the evidence.

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.

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 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 applicable boxes]

*I attended with
954 Harlan
Allenview, MO*

*2/10/92
1-16-92
Sandy*

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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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, 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 Not Released; 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 operate 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 exercise of any right or remedy.

11. 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.

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 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration 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 specified 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 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 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.

