# ADJUSTABLE RATE OF FILED AS DOC#3715705

Loan Number: 000999904

THIS ADJUSTABLE RATE MORTGAGE CONVERSION REDER is made this 9th day of June. 1988 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Citicorp Savings of Illinois, a Federal Savings and Loan Association (the "Lender") and covering the property described in the Security Instrument located at:

6420 Hillcrest Burr Ridge, Illinois 60521

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

The Adjustable Rate Note Conversion Rider to Borrower's Note contains provisions that allow the Borrower to convert the Adjustable Rate Note to a fixed rate Note. That Rider provides as follows:

#### A. Fixed Interest Rate Option

#### 1. Option to Convert to Fixed Rate.

I have an option, the "Conversion Option" which I can exercise to convert the interest rate I am required to pay by the No'c from an Adjustable Rate to a Fixed Rate calculated under Section A (4) below for the remaining term of my Loan unless sections A(1) or A(2) of this Rider will not permit me to do so.

The conversion can only take place on a date specified by the Note Holder during the period of time (the "Conversion Period") beginning on the <u>Second</u>. Change Date and ending on the <u>Tenth</u> Change Date of my Note. Each date on which my adjustable interest rate can convert to a new fixed rate is called a "Conversion Date". I can convert my interest rate only on one of these Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I am not in default or foreclosure under the Note or the Security Instrument on the date I give the Lender notice that I want to exercise and Conversion Option, or on the date the Lender receives my signed Notice of Conversion; (b) I am not in defruit or foreclosure under the Note or the Security Instrument on the date on which my interest rate converts from an adjustable rate to a fixed rate (the "Conversion Date"); (c) I have not been assessed for more than one (1) late charge in the twelve (12) months immediately preceding the date I give the Lender notice that I want to exercise the Conversion Option, and I am not assessed a late charge from the time I give such notice to the Conversion Date; (d) within the times described below in Section A(2) 1 (i) give Lender notice of my desire to exercise the Conversion Option; (ii) pay a non-refundable fee (the "Conversion Fee") equal to \$ 250.00 \_\_; (iii) properly complete and return to the Lender the Notice of Conversion after I obtain from the Lender the information necessary to complete it; and (iv) I give Lender any additional documents and meet any additional require ments that may be necessary for exercise of the Conversion Option; and (e) no assumption of my local has occurred. If my loan is assumed, as may be permitted under certain conditions specified in an Assumption Certificate that may have been delivered to me by the Lender, my loan will no longer to convertible to a fixed rate loan. My rights under this Rider are not assignable.

#### 2. Exercise of Conversion Option

To begin the conversion process in a particular month, I must telephone Lender during regular business four semictime from the opening of business on the first business day of that month through the close of business on the fourth business day of that month at Lender's Customer Service Dipartment. 322-977-5770 or at such other number as Lender may advise me. Lender will advise me of the fixed rate then available to me and give me instructions on completing my Source of Conversion.

### **UNOFFICIAL COPY**

LOT 2 IN HEATHERFILLY, OF BURR RIDGE UNIT 1, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Cook Colling Clark's Offica

I.D. #18-19-103-022-0000

### UNOFFICIAL COPY ...

If I decide to exercise my Conversion Option, I must complete my Notice of Conversion and return it to Lender together with the Conversion Fee. The properly completed and signed Notice of Conversion and the Conversion Fee MUST be received by Lender no later than the seventh business day of that month. The Notice of Conversion and Conversion Fee must be received by Lender at its office specified during my telephone conversation required above. Delivery to one of Lender's other offices does not satisfy this delivery requirement, and may result in a delay that will render my attempted exercise of my Conversion Option null and void.

#### 3. Effective Date of Fixed Interest Rate.

If I satisfy all of the conditions for exercising the Conversion Option described in Section A(2) above the new fixed interest rate will go into effect on the first day of the month following Lender's receipt of the Notice of Conversion and Conversion Fee. This date is called the "Conversion Date". If I do not satisfy all of these conditions for exercising my Conversion Option, or I improperly complete or sign my Notice of Conversion, any attempted exercise of my Conversion Option will be of no effect. If I have timely satisfied all of these conditions for exercising my Conversion Option, I may cancel my exercise of my Conversion Option by notice signed by all Borrowers and received by Lender before the Conversion Date. If I do cancel however, not Conversion Option will become null and void, and my Note will remain an adjustable rate note upon maturity.

#### 4. Calculation of Fixed Rate

My new fixed increst rate will be determined as of the close of the Federal National Mortgage Association's last business day of the month immediately preceding the month in which I deliver my Notice of Conversion and Conversion Fee to Lender, and will be equal to the Federal National Mortgage Association's 30 year A/A 60 day delivery required net yield for fixed rate mortgafes as quoted with no commitment fee (the "FNMA 60-Day Rate") plus 5/8 percentage points (the "Margin").

If the FNMA 60-Day Rate is not available when I exercise my Conversion Option. Note Holder will choose a substitute rate which is based on comparable information. If I exercise my Conversion Option, any limits on interest rate changes on any Change Date or over the full term of my Note will not apply when the fixed rate is established. However, the fixed interest rate will not exceed a maximum rate of 14.000 %.

#### 5. 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 the adjustable interest rate of my Note is converted to a fixed rate under this Conversion Option, all of the assumption rights available under the terms of any Assumption Certificate provided to me to supplementing the Note and Security Instrument will terminate on the Conversion Date, and the terms under which I may be required to pay in full all amounts I owe under the Note which are described in the section of the Note captioned "Uniform Secured Note" shall continue to be in full force and effect without exception.

BY SIGNING BELOV diastable Rate Mortgage			) ne terms and cov	enants conta	unyd in this
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WHOSE NAME S ARE	SUBSCRIBED TO	THE FOREGOIN	G INSTURMENT.	APPEARED	BEFORE
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COMMISSION EXPIRES	SEPT 20	1991	March 1	Mar	

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