

EXAMINERS AFFIDAVIT 4 6 0 8 3

RE: MORTGAGE OR ASSIGNMENT OF MORTGAGE

DOCUMENT NO. 846883

CERTIFICATE NO. 1169701

ORDERED BY: Alon Carrillo, 218-N. Jefferson
Chicago, Ill.

The above described document has been reviewed, by the undersigned on the date shown.

Refer all matters regarding this document, after said dated, to the Trust Department.

DATED: 12-13-89

[Signature]
EXAMINER OF TITLES

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My commission expires: 4-8-91

" OFFICIAL SEAL "
PATRICIA WARREN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/8/91

(Notary Seal)

Notary Public

Patricia Warren

Sworn and subscribed to me this 28th day of October, 1989.

NBD Mortgage Company of Illinois

Vice President

Geoffrey W. Braiherd

Geoffrey W. Braiherd

NBD Mortgage Company of Illinois

President

Robert L. Hoizer

Robert L. Hoizer

1185 MARSHALL DRIVE, DES PLAINES, ILLINOIS 60010

Commonly known as:

08-24-201-033-0000

LOT THIRTEEN (13) IN PLEASANT MANOR ESTATES UNIT NUMBER 1, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE NORTH LINE OF ALDOUNQUIN ROAD OF THE WEST 5.26 CHAINS OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 25, 1960, AS DOCUMENT NUMBER 1914335.

The property is described as follows:

This document is being filed with the office of Registrar of Titles to amend the mortgage dated June 28, 1989 and filed June 28, 1989 as document number 3805713. The attached adjustable rate rider is to be filed to replace the original rider in order to convert the interest rate floor of the loan program.

AMENDMENT

Property of Cook County

3846883

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

THIS ADJUSTABLE RATE RIDER is made this 28TH day of JUNE, 19 89, 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 NBD MORTGAGE COMPANY OF ILLINOIS, ITS SUCCESSORS AND/OR ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1185 MARSHALL DRIVE, DES PLAINES, ILLINOIS 60016
[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 10.000%. 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 JULY, 19 94, 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 THREE percentage points (3.000%) 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 12.000% or less than 8.000%. 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 twelve months. My interest rate will never be greater than 16.000%.

(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.

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.

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Settle Attach. to Adjustable Rate Rider

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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.

Property of Cook County Clerk's Office

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

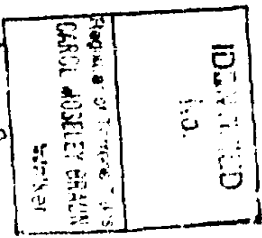
Gerald R. Celenza (Seal)
GERALD L. CELENZA, BACHELOR (Borrower)

____ (Seal)
____ (Borrower)

____ (Seal)
____ (Borrower)

____ (Seal)
____ (Borrower)

*Don Caprice
218 N. 9th
Chicago, Ill. 60606*



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REGISTRAR OF TITLES
CAROL MOSELEY BRAUN

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