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2000-12-01 10:33:00
Cook County Recorder 49.50



00941909

AFTER RECORDING MAIL TO:

ABN AMRO Mortgage Group, Inc.

P.O. Box 5064
Troy, MI 48007-3703

AP# VAJAGIC,7377959
LN# 0007377959

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 27, 2000 . The mortgagor is Aleksandar Vajagic, Tatjana Vajagic, Husband and Wife, Branko Kovacevic and Ljiljana V. Kovacevic, Husband and Wife

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(**Borrower**). This Security Instrument is given to ABN AMRO Mortgage Group, Inc., a Delaware Corporation , which is organized and existing under the laws of . the state of Delaware , and whose address is 4242 N. Harlem Ave., Norridge, IL 60706 ("Lender"). Borrower owes Lender the principal sum of One Hundred Ninety Three Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$193,800.00). 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 December 1, 2030 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest and all renewals, extensions and modifications of the Note; (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 43 AND THE NORTH 1/2 OF LOT 42 IN BLOCK 23 IN WILLIAMS B. WALKER'S SUBDIVISION OF BLOCKS 1 TO 31 INCLUSIVE, OF W. B. WALKER'S ADDITION TO CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 40, NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STEWART TITLE OF ILLINOIS
241 LA SALLE ST., SUITE 1520
CHICAGO, ILLINOIS 60602

13-14-323-022-0000 Volume 337

which has the address of

4144 N. Lawndale Avenue ,
[STREET]

Chicago
[CITY]

Illinois 60618

("Property Address");

[ZIP CODE]

ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
IS/C/MDT/LI/0894/3014(0990)-L PAGE 2 OF 8

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

The Funds were made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower 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 that interest shall be paid on the Funds. Lender shall pay to Borrower, without charge, an annual reporting service used by Lender in connection with this loan, unless applies applicable law provides otherwise. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax collector pays Borrower interest on the Funds and applying the escrow account for verifying the charge. Lender pays Escrow items to pay the Funds and applying the escrow items to make such a charge. Lender shall apply the Funds to pay the Escrow items, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, unless holding instrument, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank.

The Funds shall be held in an institution whose deposits are insured by a federal agency, unless otherwise in accordance with applicable law.

U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount, 12 account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenses or future Escrow items or otherwise in accordance with applicable law.

Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of maximum amount a lender for a federally regulated mortgage loan may require for Borrower's escrow maximum amount "Escrow items", Lender may, at any time, collect and hold Funds in an amount not to exceed the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items", if any; and (f) any sums payable by Borrower to Lender, in accordance with the hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments on the Property, if any; (c) instrument as a lien on the Property, if any; and (d) any sums payable to Lender, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority over this Security Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority over this Security Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (i) yearly taxes and assessments which may attain priority over this Security

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender,

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All of the foregoing is referred to in this Security instrument as "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 all encumbrances of record. Borrower warrants and 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.

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SACRAMENTO COUNTY RECORDS

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Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender 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 subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 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 Instrument immediately prior to the acquisition.

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10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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.

11. 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.

12. 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.

13. 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.

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20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous substances to do, anything affecting the Property that is in violation of any Environmental Law, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law.

21. **Sale of Note; Change of Loan Service.** The Note or a partial interest in the Note (together with this Security Interest) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Interest instrument. There also may be a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

22. **Borrower's Right to Remedy.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Interest law made before sale of the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before to the earlier of: (b) entry of a judgment enforcing this Security Interest instrument and the Note if the Note has accrued interest or (c) pays Lender all sums which then would be due under this Security Interest instrument. Those conditions are that Borrower has default of any other covenants or agreements, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the sum secured by this Security Interest instrument is paid in full. Borrower's obligation to pay the sum secured hereby shall continue unchanged. Upon acceleration as if no acceleration had occurred. However, this right to reinstate shall remain fully effective as long as the obligation is secured by Borrower. This Security Interest instrument shall remain valid until payment in full of all sums secured by this Security Interest instrument or (b) entry of a judgment enforcing this Security Interest instrument and the Note if the Note has accrued interest or (c) pays Lender all sums which then would be due under this Security Interest instrument and the Note if the Note has accrued interest or (d) entry of a judgment enforcing this Security Interest instrument and the Note if the Note has accrued interest.

23. **Borrower's Copy.** Borrower shall give Borrower notice of acceleration. The notice shall provide exercise of this option, Lender shall give Borrower notice of acceleration. If Lender exercises this option, Lender may invoke any remedies permitted by this Security Interest without further notice or demand on Borrower. Borrower must pay all sums secured by this Security Interest instrument. If Borrower fails to pay these sums prior to the expiration of not less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this Security Interest instrument or (b) entry of a judgment enforcing this Security Interest instrument and the Note if the Note has accrued interest or (c) pays Lender all sums which then would be due under this Security Interest instrument and the Note if the Note has accrued interest.

24. **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 natural person) without Lender's prior written consent, Lender may sell or transfer the note and this Security Interest instrument. If all or any part of the Property or any interest in it is sold or transferred (or if 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 Interest instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Interest instrument.

25. **Governing Law; Severability.** This Security Interest instrument shall be governed by federal law of the jurisdiction in which the Property is located. In the event that any provision of this Security Interest instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Interest instrument or the Note which can be given effect without the conflicting provision. To the end the provisions of this Security Interest instrument and the Note are declared to be severable.

26. **Notices.** Any notice to Borrower provided for in this Security Interest instrument shall be directed to the first class mail to Borrower. Any notice provided for in this Security Interest instrument shall be addressed to Lender 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 Interest instrument shall be delivered to Lender given by first class mail to Borrower when given as provided in this paragraph. Notice shall be delivered to have been given to Borrower or Lender when given as provided in this paragraph. Law of the jurisdiction in which the Property is located shall govern notices given to Borrower or Lender when given as provided in this paragraph.

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Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. 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 paragraph 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. 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.

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

24. 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 box(es)]

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1--4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) [specify]
Mortgage Insurance Rider | <input type="checkbox"/> IHDA Rider | |

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ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

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NOTARY PUBLIC, STATE OF ILLINOIS
ANGELA J. PEARSON
"OFFICIAL SEAL"

My Commission Exp. 06/23/2002

Address: 1350 E. Touhy, Suite 160 West
Des Plaines, IL 60018

This instrument was prepared by: Helen Chapman

Notary Public

Given under my hand and official seal, this 27th day of November, 2000.

Instrument, appeared before me this day the person, and acknowledged that they delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

Personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appreared before me this day the person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

All Married Persons

I, the undersigned, hereby certify that, Branko Kovacevic, Tatjana Vajagic and Tatjana Vajagic do hereby certify that, a Notary Public in and for said county and state do

Counties:

[Space Below This Line For Acknowledgment]

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

-BORROWER
(SEAL)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index--Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27th day of November, 2000, 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 Fixed/Adjustable Rate Note (the "Note") to ABN AMRO Mortgage Group, Inc., a Delaware Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4144 N. Lawndale Avenue, Chicago, IL 60618
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.8750 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of December, 2005, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and 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 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 that 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 (3.0000 %) 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 10.8750 % or less than 4.8750 %. Thereafter, my adjustable 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

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MULTI STATE FIXED/ARM RIDER-1 YR TREASURY INDEX-Single Family-FNMA Uniform Instrument
ISOC/CRID**//0195/3182(0594)-L Page 2 of 3 Form 3182 5/94

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 also may require the transferor to sign an assumption agreement that is acceptable to Lender and in this Security instrument unless Lender releases Borrower in writing.

Borrower will continue to be obligated under the Note and this Security instrument unless Lender keeps all the promises and agreements made in the Note and in this Security instrument.

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 also may require the transferor to sign an assumption agreement that is acceptable to Lender and in this Security instrument unless Lender releases Borrower in writing.

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the federal law as of the date of this Security instrument. Lender also shall not exercise this option if:

federal law, at its option, requires 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 law 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, regardless of notice or demand on Borrower.

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, regardless of notice or demand on Borrower.

(b) Lender causes to be submitted to Lender information required by Lender to evaluate the federal law as of the date of this Security instrument. Lender also shall not exercise this option if:

federal law, at its option, requires 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 law 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, regardless of notice or demand on Borrower.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

Transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice federal law as of the date of this Security instrument. If Lender exercises this option, Lender shall provide a period of notice 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.

Transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

Transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

Transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

Transfer of the Property or a Beneficial Interest in Borrower by this Security instrument, Lender shall provide a period of notice 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.

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

(B) TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The Note Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the note.

(F) Notice of Changes

My new monthly payment begins on the first monthly payment date after the Change Date until the amount of monthly payment becomes effective on each Change Date. I will pay the amount of my new monthly payment again.

Paying for the preceding 12 months. My interest rate will never be greater than 13.8750 %.

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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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Fixed/Adjustable Rate Rider.

Aleksandar Vajagic (Seal)
-Borrower
Tatjana Vajagic (Seal)
-Borrower
Branko Kovacevic (Seal)
-Borrower
Ljiljana V. Kovacevic (Seal)
-Borrower

Property of Cook County Clerk's Office

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LN# 0007377959

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 27th day of November, 2000, 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 Note to ABN AMRO Mortgage Group, Inc., a Delaware Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4144 N. Lawndale Avenue, Chicago, IL 60618
[PROPERTY ADDRESS]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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MULTISTATE 1-4 FAMILY RIDER--FNMA/FHLMC UNIFORM INSTRUMENT FORM 3170 9/90
IS/C/CRID**//0494/3170(0990)-L PAGE 2 OF 2

BORROWER
-BORROWER
(SEAL)

BANKO KOVACEVIC
-BORROWER
(SEAL)

TATJANA VASAGIC
-BORROWER
(SEAL)

ALEKSANDAR VASAGIC
-BORROWER
(SEAL)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained pages 1 and 2 of this 1-4 Family Rider.

1. CROSS-DEFALUT PROVISION. Borrower's default or breach under the Security Instrument which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

This assignment of Rents of the Property shall terminate when all the sums secured by the Security application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. Any Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lenders agents of a judicially appointed receiver, shall not be required to enter upon, take possession of or collect the Rents and waives any claim which Borrower has not executed any prior assignment of Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment to Uniform Convention 7. Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender. Secured by the Security Instrument pursuant to Uniform Convention 7. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the inadequacy of the Property as security.

If Lender gives notice to the benefit of Lender only, to be applied to the sums secured by the Security Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by Borrower shall be held by Rents constitutes an absolute assignment and not an assignment for additional security only. Rents given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of given notice of default pursuant to Paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant of the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has agreed that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents agreed that each tenant of the Property shall be entitled to collect and receive all of the Rents of the Property unless Lender or Lender's agents shall be entitled to collect first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, and other charges in the Property, and then to the sums secured by the Security Instrument; (v) Lender, and receivers' bonds, repair and maintenance costs, insurance premiums, taxes, assessments premiums of receivers' bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges in the Property, and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the receivered; and (vii) Lender shall be liable to account for only those Rents actually received; and (viii) Lender's agents of any judicially appointed receiver shall be liable to account for all Rents received; and (ix) Lender shall be liable to account for all Rents received by the Security Instrument.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

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MORTGAGE INSURANCE RIDER

This Mortgage Insurance Rider is made this 27th day of November, 2000, 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 ("Borrower") to secure Borrower's Branko Kovacevic note (the "Note") to ABN AMRO Mortgage Group, Inc. ("Lender") of the same date and covering the property described in the Security Instrument and located at:
4144 N. Lawndale Avenue
Chicago, IL 60618 (Property Address).

The Security Instrument is amended by adding the following at the end of Section 10 (if the Security Instrument has a form date at the lower right corner of 3/99 or later) or Section 8 (if the Security Instrument has a form date at the lower right corner that is earlier than 3/99):

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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MW1230 8/00

M/S F1M/MI 3491-110 PG2

Form 3160 4/00

Multi-state Mortgage Insurance Rider-Single Family-Fannie Mae Uniform Instrument

Borrower _____
(Seal) *Dale Frank Kovacevic*

By signing below, Borrower accepts this Mortgage Insurance Rider and agrees that it amends and supplements the Security Instrument.

- (B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage premiums that were unearned at the time of such cancellation or termination.

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