

# UNOFFICIAL COPY

03052360

DEPT-01 RECORDING \$35.00  
T#1111 TRAM 4002 12/22/93 11:23:00  
\$1620 + \*\*-03-052360  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

This instrument was prepared by: AND MAIL TO:

BANK OF LOCKPORT

(Name)

826 E. NINTH ST., LOCKPORT IL  
(Address)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... DECEMBER 11, 1993 ..... The mortgagor is CLIFFORD J. MOCK AND ELSIE D. MOCK, HIS WIFE, AS JOINT TENANTS.

("Borrower"). This Security Instrument is given to ..... BANK OF LOCKPORT

which is organized and existing under the laws of ..... ILLINOIS ..... and whose address is ..... 826 EAST NINTH STREET, LOCKPORT, ILLINOIS 60441

("Lender"). Borrower owes Lender the principal sum of ... ONE HUNDRED TWENTY THREE THOUSAND FIVE HUNDRED AND 00/100 ----- Dollars (U.S. \$ 123,500.00 \*\*\*\*\*). 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 16, 2008 ..... 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 56 IN OLD DERBY ESTATES, BEING A SUBDIVISION IN THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN# 22-28-210-009

330  
03259630

which has the address of ..... 851 YOUNG STREET ..... , LEMONT .....  
(Street) (City)

Illinois 60439 ..... ("Property Address");  
(Zip Code)

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

BANKERS SYSTEMS, INC. 51 CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-L 6/20/91

Form 3014 9/90 (page 1 of 6)

CJM CJM

A15

# UNOFFICIAL COPY

ANSWER TO THE 2000-2001 FORM MD 116291

Form 3014 8-90 Max 201

Nonetheless, strict promissory discharges any loan which has priority over this Security Instrument unless otherwise (a) contains in writing to the payee(s) of the instrument of the obligation secured by the loan in a manner acceptable to Lender; (b) contains in good faith the intent by the debtor to defraud an innocent purchaser of the instrument or (c) constitutes an attempt to impair the rights of the holder of the instrument.

3. (Chargers) Lenses, Borrower shall pay all taxes, assessments, charges, times and impoundments attributable to the property which may accrue prior to or after this Settlement, and leschold payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or it has paid in full manner. Borrower shall pay them on time due days to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph. It follows that Lender shall promptly furnish to Lender receipts evidencing

**3. Application of the payments.** Unless applicable law provides otherwise, all payments received by Lender under

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 is not sufficient to pay the face value 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. However, in any case, Lender's sole discretion, Lender shall pay to Lender the amount necessary to make up the deficiency. However, if any sum held by Lender is not sufficient to pay the face value 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. However, in any case, Lender's sole discretion, Lender shall pay to Lender the amount necessary to make up the deficiency.

The Funds shall be held in a institution whose deposits are insured by a federal agency, instrumentality, or entity which has been designated as such in accordance with section 3103 of the Small Business Job Protection Act of 1996.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly Real Property taxes and assessments which may accrue under the Note, until the Note is paid in full, a sum ("Funds") for (b) yearly leasehold property insurance premiums; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Taxes and Insurance". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set forth in the Settlement Precedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless otherwise law shall applies to the Funds set a lesser amount. It so, 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 amounts not to exceed the lesser amount. Funds due on the basis of other factors or circumstances will be determined by Lender in accordance with applicable law.

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

Variables to consider to construct a dimension regarding institutional covering each property:  
• **Number of inhabitants.** Biggerer and broader government and agree as follows:

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Instrumental, all of the foregoing is referred to in this section by instrument as the "Property".

For all the above improvements now or hereafter erected on the property, and all easements, appurtenances, fixtures, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security.

# UNOFFICIAL COPY

**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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender via any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu

Form 3014 9/90 (part 3 of 6)

03052360

# UNOFFICIAL COPY

16.10.2014 8:00 PM Form 3014

16788 111000031112 01008 17095300 00211 15 198 59712 10 500000

15. **Guerrilla Law: Separability.** This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision of this Security Instrument or of the Note are inconsistent with applicable law, such conflict shall not affect other provisions of this Security Instrument or of the Note which remain effective without the contradiction. To this end the provisions of this Security Instrument and the Note are severable.

14. **Soldiers.** Any notice to Borrower provided for in this Security Instrument shall be given in a deliverance or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Borrower at his address set forth above or to his address as it may then be. The notice shall be deemed given when delivered to the Borrower or to his agent or to his attorney in fact if he has one. Any notice given to Borrower or to his agent or attorney in fact shall be deemed given to the Borrower. Any notice given to the Borrower or his agent or attorney in fact shall be deemed given to the Borrower.

17. **Joint Cautions.** If the loan secured by this Security Instrument is subject to a law which sets maximum amount of charges, and if a law is passed so that the interest or other loan charges collected or to be collected in connection with the loan exceed the maximum amount, then (a) any such loan charges shall be reduced to the minimum necessary to reduce the charge to the permitted limit, and (b) any sums already collected from the borrower which exceed the charge to the permitted limit will be repaid to the borrower. In either case, the principal owed under this Note or by making a partial payment under the Note, the reduction will be treated as a partial prepayment without any reduction of the principal owed under this Note.

(2) 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 this paragraph 17.

11. Borrower Not Responsible for Payment of Late Rent or Damage to Property - Extension of the time for payment of the amount due by reason of non-delivery of possession of the premises or damage to the same by the lessor or his agent or by any other person shall not affect the liability of the lessee to pay the rent when it becomes due.

I address Leander and Horwather and say we agree in writing, my 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender under within 30 days after the date the notice is given, Lender is authorized to apply the proceeds, either to restoration or repair of the Property or to

<sup>101</sup> A condominium or other taking of any part of the Property, or for conveyance in lieu of condemnation, are condemned and shall be paid to Lender.

9. Inspection, either of its agent may make reasonable entries upon and inspect any premises or the property, under such give Borrower notice at the time of prior to inspection specifically cause for the inspection.

of mortgage insurance. Losses received by beneficiaries may no longer be required, at the option of Lender, if mortgage insurance fees reserved for the period that Lender receives premiums provided by an insurer approved by Lender under Spanish decree in the amount and for the period that Lender receives premiums required to maintain mortgage insurance in effect, or to provide as applicable and as obtained, to Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

# UNOFFICIAL COPY

**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 as if no acceleration had 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) 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 Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is 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.

**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. Borrower shall not do, nor allow anyone else to do, anything affecting 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 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.

03052360

Form 3014 9/00 (page 5 of 6)

# UNOFFICIAL COPY

**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 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 checked="" type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider                               | <input type="checkbox"/> Rate Improvement Rider         | <input checked="" type="checkbox"/> Second Home Rider      |
| <input checked="" type="checkbox"/> Other(s) [specify] PAYMENT RIDER |   |  |

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.

X..... *Clifford L. Mock* ..... (Seal)  
CLIFFORD L. MOCK  
Borrower

Social Security Number ...321-20-6396.....

X..... *Elsie A. Mock* ..... (Seal)  
ELsie D. MOCK  
Borrower

Social Security Number ...342-14-4643.....

[Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, ..... WILL ..... County ss:

I, ..... THE UNDERSIGNED, .....  
a Notary Public in and for said county and state, certify that CLIFFORD L. MOCK AND ELSIE D. MOCK  
HIS WIFE, AS JOINT TENANTS, .....  
personally known to me to be the same person(s) whose name(s) .....  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ..... T. he X .....  
signed and delivered the instrument as ..... THEIR ..... free and voluntary act, for the uses and purposes therein  
set forth.

Given under my hand and official seal, this ..... 11TH ..... day of ..... DECEMBER ..... 1993 .....

My Commission expires:

*Deborah A. Gavrys*  
Notary Public



# UNOFFICIAL COPY

## PAYMENT RIDER

THIS PAYMENT RIDER is made this ...11TH... day of ...DECEMBER..1993..... 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 .....BANK..OF..LOCKPORT..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.....851..YOUNG..STREET.,..LEMONT.,..ILLINOIS...60439.....  
(Property Address)

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

### A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for scheduled payments of principal and interest as follows:

#### 3. PAYMENTS

##### (A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

I will make ..1.79..... payments of \$ 8.42 ..49..... each on the ..16TH..DAY..... of each ..MONTH..... beginning on ..JANUARY..16.,..1994.....

I will make payments as follows:

In addition to the payments described above, I will pay a "balloon payment" of \$ 9.3.,132..46.... on ...DECEMBER..16.,..2008.. The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

##### (B) Maturity Date and Place of Payment

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on ..DECEMBER..16.,..2108....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at .....BANK..OF..LOCKPORT..... or at a different place if required by the Note Holder.

### B. FUNDS FOR TAXES AND INSURANCE

[Mark one]

Uniform Covenant 2 of the Security Instrument is waived by the Lender.

Uniform Covenant 2 of the Security Instrument is amended to read as follows:

03052360

### 2. SCHEDULED PAYMENTS FOR TAXES AND INSURANCE

##### (A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my scheduled payments of principal and interest are due under the Note.

Each of my payments under this Paragraph 2 will be the sum of the following:

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument, divided by the number of scheduled payments in a year; plus,
- (ii) The estimated yearly leasehold payments or ground rents on the Property, if any, divided by the number of scheduled payments in a year; plus,
- (iii) The estimated yearly premium for hazard insurance covering the Property, divided by the number of scheduled payments in a year; plus,
- (iv) The estimated yearly premium for mortgage insurance (if any), divided by the number of scheduled payments in a year.

Lender will estimate from time to time my yearly taxes, assessments, leasehold payments or ground rents and insurance premiums, which will be called the "escrow items." Lender will use existing assessments and bills and reasonable estimates of future assessments and bills. The amounts that I pay to Lender for escrow items under this Paragraph 2 will be called the "Funds."

##### (B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the escrow items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

# UNOFFICIAL COPY

• FORM NUMBER 7-2020

PREPARED BY AND MAIL TO:

BANK OF LOCKPORT  
826 E. NINTH ST  
LOCKPORT IL 60441

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

030522360

Property of Cook County Clerk's Office

(C) Adjustments to the Funds  
If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Security Instrument, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future scheduled payments of Funds. There will be excess amounts if, at any time, the sum of (i) the amount of Funds which I still must pay between that time and the due dates of escrow items is scheduled payments of Funds which I still must pay when they are due.  
I will pay to Lender whatever additional amount is necessary to pay the escrow items in full. I must pay char additional amount in one of more payments as Lender may require.  
When I have paid all of the sums secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, as a result of the exercise by Lender of any of its rights under this Security Instrument, either Lender acquires the Property or it is sold, then immediately before the acquisition or sale,  
X *Clyde J. Mock* CLYDE J. MOCK  
X *Eduard A. Mock* EDUARD A. MOCK  
ELSTIE D. MOCK  
(Seal) (Seal) (Seal)