27380686

-85-249478

PLEASE RE-RECORD FOR ADDITION OF DATE ON ADJUSTABLE RATE RIDER.

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DEC 19 1984 The manager is JAMES C. ACHEN, A BACHELOR————————————————————————————————————	
MORTGAGE CORTOPATION————————————————————————————————————	
Borrower owes Lender the Principal sum of ONE HUNDRED TEN THOUSAND AND NO/100. Dollars (U.S. \$110,000.00	
County, Illinois: LOT 39 IN BLOCK 1 IN CUSHMAM'S RESIDENTISION OF THE NORTH 1, OF BLOCK 4 OF SHEFFIELD' ADDITION TO CHICAGO IN SECTIONS 29, 2. 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD TRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 14-3-3-3-30-007	

which has the address of 2137 NORTH DAYTON STREET [City] Illinois 60614-("Property Address"), [Zio Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and ges rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Froperty."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Form 3G14 12/83

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shaft 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, Borrower small pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may strain priority over this Security Instrument; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "exerow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal of state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the excrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender 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 the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dater of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's action, either promptly repaid to Borrower . _redited to Borrower on month' payments of Funds. If the amount of the Finds held by Lender is not sufficient to pay the escrow items when due, borrower shall pay to Lender any amount necessar, to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Securir Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit at a light the sums secured by this Security Instrument.

application as a credit a(x) is the sums secured by this Security Instrument

3. Application & 2.45 cents. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be a piled: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable ander paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liena. 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 of ed 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 hear which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation served 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 forfeiture of any plan of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority the strument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or lake one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improver outs now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended overage" and any other hazards 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 Borrows, surject to Lender's approval which shall not be unreasonably withheld.

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 cenewals. If Lender require, Corrower 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 Forrower.

Unless Lender and Borrower othe, wise 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 access 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 process. Or repair or testore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the action is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal allowing textend 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 19 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.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in verting.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a lega! proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankrup.cy, probate, for condemnation 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 a all 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8 Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable eause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in her 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. It the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an awar or settle a claim for ramages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not of create to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings again a any successor in interest or refuse to extend time for payment or otherwise modify or contization 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 creates of any right or remedy.

11. Successors and Assigns Bound: Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is a signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the term of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and or 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.

17. Lean 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 or is 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 see uses principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Londer's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If L-nder exercises this option, Lender shall take the staps specified in the second paragraph of paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument, all he given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or "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. Powever, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 uniess 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expression of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Preperty and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver a fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Weir er o Homestead. Borrower waives all right of homestead exemption in the Property.

23. Rights to this security instrum	ent. If one of more finers are executed by Borrower and recorded together with
this Security Instruman, the covenants an	d agreements of each such rider shall be incorporated into and shall amend and
	ts of this Security Instrument as if the rider(s) were a part of this Security
Instrument [Check applies ble box(es)]	Condominium Rider
Adjustable Rate Rider	Condominium Rider 2-4 Hamily Rider
Graduated Payment Rider	Planned Unit Development Rider 1 200 MAIL
Gradance Payment R der	Trained Offic Development states
Other(s) [specify]	
Offici(s) [apecily]	A Company of the state of
P	and any as the terms and covenants contained in this Security
	accepts and agrees to the terms and covenants contained in this Security
Instrument and in any vider(s) executed by	Byllowel and recorded with the
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	(Seal)
	JAMES C. ACHEN —Borrower
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STATE OF ILLINOIS,	County ss:
mic improcemen	, a Notary Public in ar a for said county and state,
. THE UNDERSIGNED	, a Notary 1 done in and to find and state.
do hereby certify that JAMES C. ACHI	EN A RACHE! GR
do hereby certify the Sames C. Acid	A, A DAULLION
person	onally known to me to be the same person(s) whose nam.(s) IS
, parison	
subscribed to the foregoing instrument,	appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument	as HISfree and voluntary act, for the uses and purposes therein
set forth.	
	Nor GV
Given under my hand and official:	scal, this 19 day of Dec. 1964.
My Commission expires:	
	Or. 5 Tak
My Commission Expires 7/11/88	1/1009
My Commission Expression	
	Notary Public
This instrument was prepared by:	(40)
JANET MUHLIG	NO STATE OF THE ST
HEURILL LYNCH MORTGAGE CORPORA	ATION

1020 31ST STREET. SULTE .401 (Address) DOWPERS GROVE ILLINOIS 60515



(g) 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 wonthly 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 it 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 transferce as if a new loss were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loss assumption and that the risk of a breach of any covered or agreement in this Security Instrument is acceptable to Lender.

To the extent irmitted by applicable law, Lander 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 Hote and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of concleration. The notice shall provide a period of not less than 30 days from the care the notice is delivered or sailed 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 pariod, Lender say invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

X (Seal)
JANES C. ACHEN -BOTTGWET

(Seal)
-BOTTGWET

(Seal)
-BOTTGWET

(Seal)
-BOTTGWET

(Seal)

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LINUSTABLE WATE RETER (1 Year Index - Interest Rate Cap/So Payment Cap)

THIS ADJUSTABLE RATE PIDER is made this 1911 day of 11 1912 1919 and is incorporated into and shall be desend to exceed and supplement the Mortgage, Deed of Trust or Scourity Deed (the "Security Instrument") of the same data given by the undersigned (the "Borrower") to secure Serrower's Adjustable Pate Note (the "Note") to MERRILL LYNCH MORTGAGE CORPORATION. A DELAWARL CORPORATION.

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

2137 NORTH DAYTON STREET. CHICAGO ILLINOIS AUGINES (Property Address)

THE ROTE COSTALES PROFINITES SALOSING FOR CRASSES IN THE INTEREST RATE AND THE MOSTER'S FATHERT. SHOULD THE INTEREST PATE INCIDENCE, THE BYTHOMER'S MOSTER'S PATHERTS VILL BE EMISSE. SHOULD THE INTEREST RATE DECREASE, THE BORROLER'S PATHERT PATHENTS WILL BE LOWER.

Additional Covenants. In addition to the covenants and agreements and in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND SOCIALLY PARKET CRANCES

The Note provides for an initial interest rate of 17.0 ... The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTH! PAYMENT CHARGES

(4) Change Dates

(B) The Judex

Beginning with the first Change Date, sy 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 of the Federal Reserve Bland. 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

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. It will be the new amount of my monthly payment.

(D) 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.

Multistate Adjustable Nate Rider-1 Tear Treasury Index-Single Family-FRMS/FHLMC Emiform Instrument Form 3101 12/83 (Mulified-Interest Eats Increase/Decrease Limitations - Ec Fayment Change Limitations)

D023R 10/84