

UNOFFICIAL COPY

WHEN RECORDED MAIL TO:

85076352

CITY FEDERAL SAVINGS & LOAN
C/O CITY MORTGAGE SERVICES, INC.
10661 SO. ROBERTS RD. #201
PALOS HILLS, IL 60465
LOAN NO. 197518-8

-85-262736

DEPT-01 RECORDING
TRAN 18314/24/88 10:00:00
#7677 * * * -85-276352



(Place Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 21ST 1985 The mortgagor is JASPER L. HAUSNER and LINDA S. HAUSNER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CITY FEDERAL SAVINGS & LOAN ASSOCIATION which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1141 EAST JERSEY STREET, ELIZABETH, N.J. 07201 ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND 0/100*

Dollars U.S. \$ 65,000.00*

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 JULY 1, 2015. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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:

IN ADDITION TO UNPAID CAPITALIZED INTEREST

LOT 5 (EXCEPT THE NORTH 26.40 FEET THEREOF) AND THE NORTH 32.30 FEET OF LOT 6 IN BLOCK 16 IN ARLINGTON HEIGHTS PARK MANOR, A SUBDIVISION IN THE EAST 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 29, 1926 AS DOCUMENT NO. 9257733, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS

03 - 32 - 412 - 029 - 0000 40
A SA BLK PCL UNIT

THIS DOCUMENT IS BEING RE-RECORDED TO AMEND THE STREET ADDRESS.

991 J.H.
/SOUTH
which has the address of 718 MC KINLEY AVENUE (Street)
Illinois 60004 ("Property Address");
(Zip Code)

0332-412-029
ARLINGTON HEIGHTS (City)

17.00
MAIL

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas 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 "Property."

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 real property.

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Notary Public

Frank S. Gaudreau
21st day of June, 1985

My Commission expires: 7/10/88

Given under my hand and official seal, this 21st day of June, 1985

set forth.

signed and delivered the said instrument as *them* free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *they*

, personally known to me to be the same person(s) whose name(s)

Hausner

do hereby certify that

, a Notary Public in and for said county and state,

Frank S. Gaudreau
Cooper & Hausner
of Cook County, Illinois

County ss:

Cook

STATE OF ILLINOIS.

(Space Below This Line for Acknowledgment)

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

LINDA S. HAUSNER

Linda S. Hausner

JESPER L. HAUSNER

Jesper L. Hausner

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.

Other(s) [specify] EXHIBIT(S) "A", "B" & "C"

Graduated Payment Rider

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument. [Check applicable box(es)]

23. Rider 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.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument. Lender shall release this Security Instrument's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non- secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows: 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, 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attach to this Security Instrument; (b) yearly mortgage insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly household payments or ground rents on the Property, if any.

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

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to this Security Instrument, and household 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.

5. Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amount 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.

6. Preservation and Maintenance of Property; Leases; Easements. 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 writing.

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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

8. 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.

9. 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.

10. 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.

11. Lender and Borrower 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 any 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.

12. 6. Preservation and Maintenance of Property; Leases; Easements. 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 writing.

13. 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 legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, 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 and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

14. 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.

15. 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.

16. 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.

17. Lender and Borrower 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 any 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.

18. 6. Preservation and Maintenance of Property; Leases; Easements. 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 writing.

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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 cause 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 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, 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 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.

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 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 or preclude the exercise 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 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.

12. 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.

13. Legislation Affecting Lender'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 Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be 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 Borrower. 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 federal law and the law of 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 Note which 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 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 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.

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PROGRAMS 6BJ, 6BSJ AND 1BJ
ARM, RIDER TO NOTE
AND SECURITY INSTRUMENT
HAUSNER
LOAN NO. 197518-8
PROGRAM 6BJ

EXHIBIT "A"

This Rider is made this 21ST day of JUNE, 1985, and is incorporated into, and shall be deemed to amend and supplement the Note and the Security Instrument of the same date given by the undersigned (The Borrower) to City Federal Savings and Loan Association (The Note Holder) covering property described in the Security Instrument and located at:

1 SOUTH 219th N
718 MC KINLEY AVENUE, ARLINGTON HEIGHTS, IL 60004

NOTICE TO BORROWER: This Rider changes the terms of your Note and Security Instrument in two ways: (1) Your interest rate will never be greater than 15.75%. (2) You have the option to limit monthly payment increases to 7 1/2% over the payment for the previous 12-month period.

Modifications: The covenants and agreements made in the Note and the Security Instrument are modified as follows:

- Increases in my interest rate as permitted under Paragraph A of the Graduated Payment and Adjustable Rate Loan Rider and Paragraph 5(B) of the Note will not cause my interest rate to exceed 15.75 % during the life of the loan.
- Subject to the conditions set forth in Paragraph B of the Graduated Payment and Adjustable Rate Loan Rider, Paragraph 4(C)(3) of the Note and Paragraph 4(C)(5) below, on my first Monthly Payment Adjustment Date I will have the option to limit my monthly payment increase as permitted in Paragraph B of the Graduated Payment and Adjustable Rate Loan Rider and Paragraph 4(C)(2) of the Note to 7 1/2% over the payment for the previous 12-month period.

4(C)(5) Required Full Payment Amount

Beginning with the first monthly payment after the last Interest Rate Change Date, I will pay the "Full Payment Amount" as my monthly payment. The Full Payment Amount is the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Rate Change Date, in full on the maturity date at my new interest rate in substantially equal payments.

BY SIGNING THIS RIDER, Borrower agrees to all of the above.

Jasper L. Hausner (Seal)
JASPER L. HAUSNER -Borrower

Linda S. Hausner (Seal)
LINDA S. HAUSNER -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

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Property of Cook County Clerk's Office

06/20/2019

10/20/2019

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City Affordable Mortgage Plan
Graduated Payment and
Adjustable Rate Loan Rider

EXHIBIT "B"

Notice: The security instrument secures a Note which contains provisions that:

- (1) Cause the interest rate to change periodically based on changes in an index. The Borrower's scheduled monthly payment will also change periodically.
- (2) Cause the Borrower's monthly payments to be reduced for the first 2 years of the loan. However, that reduction will be eliminated as the Borrower's scheduled monthly payment increases by a set amount in the second through 5th years of the loan.
- (3) Allow the outstanding principal balance of the loan to increase over time. This will happen if the scheduled monthly payment is not large enough to pay all of the interest due and the Lender lends the Borrower the difference under the terms of the Note.

This Rider is made this 21ST day of JUNE, 19 85, and is incorporated into, and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to City Federal Savings and Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 718 MC KENZIE AVENUE, ARLINGTON HEIGHTS, IL 60004

SOUTH J H P II

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

A. Interest Rate Changes

The Note has an "Initial Interest Rate" of 10.625%. The Note Interest rate may be increased or decreased on the first day of the month beginning on JANUARY 1, 19 86, and on that day of the month every 6 months thereafter. The dates on which the interest rate may change are called the "Interest Rate Change Dates".

Changes in the interest rate will be based on changes in a measure of the cost of money called the "Index." The Index will be stated as a percentage figure. The Index at the beginning of this loan is the one following the box which is marked:

- The average discount rate on twenty six week Treasury Bills as announced by the U.S. Treasury Department following its sale of these securities.
- The weekly average yield on United States Treasury Securities adjusted to a constant maturity of _____ years as published by the Federal Reserve Board in Statistical Release H-15 (519) published weekly.
- _____

The Lender may substitute a new measure of the cost of money as the Index if at any time the Index being used ceases to be publicly announced by its source. The substituted Index will be used to determine changes in the interest rate beginning with the first interest rate change after the substitution. Any substituted Index will be beyond the control of the Lender and will be readily available to and verifiable by Borrower.

To set each new interest rate, the Lender will first determine the "Current Index" figure. The Current Index figure is the figure most recently available 45 days before each Interest Rate Change Date.

The Lender will round up the Current Index figure to the nearest one eighth of one percent (.125%). The Lender will add the amount of 2.750% to the Current Index figure. The result of this addition will be the new interest rate.

B. Monthly Payment Changes: Capitalized Interest

The secured indebtedness is payable in monthly installments. Monthly payments will be applied first to the interest due and then to principal. The interest due may be greater than the current amount of Borrower's scheduled monthly payment. In that case, the interest due which is greater than the Borrower's scheduled monthly payment will be advanced on Borrower's account by Lender and added to the outstanding principal balance under the Note, unless otherwise paid by Borrower. Such capitalized interest is part of the indebtedness for which the Security Instrument secures repayment.

Borrower's monthly payment for the first year will be in the amount of U.S. \$ 523.00
Borrower's monthly payment will be reset on the 1st day of AUGUST for the first _____ years so that:

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Property of Cook County Clerk's Office

02-2025-78

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HAUSNER,
LOAN NO. 197518-8
PROGRAM 6BJ

Second year monthly payment amount will be U.S.
Third year monthly payment amount will be U.S.
Fourth year monthly payment amount will be U.S.
Fifth year monthly payment amount will be U.S.
Sixth year monthly payment amount will be U.S.
Seventh year monthly payment amount will be U.S.
Eighth year monthly payment amount will be U.S.
Ninth year monthly payment amount will be U.S.
Tenth year monthly payment amount will be U.S.

\$ 563.22
\$ 649.73
\$ 698.46
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

On AUGUST 1, 19 90 and on that day in that month each 1 years thereafter (the "Monthly Payment Adjustment Date"), Borrower's monthly payment will also be reset. In resetting the monthly payment on those dates, the Lender will determine the amount of the monthly payment on the basis of the following factors:

- (a) the outstanding principal balance, and
- (b) the then current interest rate, and
- (c) the remaining term of the loan.

The Lender will set the monthly payment at an amount which would be sufficient to pay the loan in full over its remaining term assuming the then current interest rate does not change. In addition, the Lender may increase the Borrower's monthly payment at anytime the total of the amount of interest capitalized as provided above since the beginning of the loan reaches \$ 17,000.00

C. Loan Charges

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

D. Prior Liens

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument, or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

By signing this Rider, Borrower agrees to all of the above.

WITNESS:

[Signature]
[Signature]

[Signature] (Seal)
JASPER L. HAUSNER Borrower
[Signature] (Seal)
LINDA S. HAUSNER Borrower

Borrower
Borrower (Seal)

Clerk's Office

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Property of Cook County Clerk's Office

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HAUSNER
LOAN NO. 197518-8
PROGRAM 6BJ

EXHIBIT "C"

98550276623

DEB-ON-SALE RIDER

THIS RIDER is made this 21ST day of JUNE, 1985, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to City Federal Savings and Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at: /SOUTH 7th St 718 MC KINLEY AVENUE, ARLINGTON HEIGHTS, IL 60004 (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:

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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 this Rider.

X Jasper L. Hausner (Seal) - Borrower

X Linda S. Hausner (Seal) - Borrower

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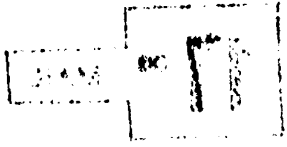
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JAMES H. ...

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