

# UNOFFICIAL COPY

86478807

RUSH  
1120919 Unit K

WILLIE LEE COOK

\* The mortgagor is Michael V. LaVelle Sr., married to Jean F. LaVelle; Michael V. LaVelle Jr., divorced and not since remarried; Keith T. LaVelle, single and never married; James K. LaVelle, single and never married.\*

THIS MORTGAGE ("Security Instrument") is given on ..... October 7th, 1986... The mortgagor is ..... \* See above..... ("Borrower"). This Security Instrument is given to ..... Bank of Rayenswood, ..... which is organized and existing under the laws of ..... Illinois, ..... and whose address is 1825 W. Lawrence Avenue Chicago, Illinois 60640 ..... ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty Four Thousand Two Hundred and No. 100 Dollars (U.S.\$134,200.00....). 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 November 1, 2016 ..... 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 ..... County, Illinois:

LOT 31 IN BLOCK 60, IN W. F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 1, AND OF THE SOUTH  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 2, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF THE SANITARY DISTRICT OF CHICAGO, (EXCEPT THEREFROM THE STREETS HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX#: 13-02-431-006

97

DEPT-01 RECORDED 11/16/25  
T44444 TRIM 0247 10/15/86 15-07-00  
116000 # 32 45-13-01-12-83-007  
COOK COUNTY RECORDER

-86-478807

which has the address of ..... 5639 N. Christiana ..... Chicago .....  
(Street) (City)

Illinois ..... 60659 ..... ("Property Address");  
(Zip Code)

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 seized 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.

1635

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This instrument was prepared by Davidus Vitzumas Mort. Dept. Bank of Ravenna Wood 1825 W. Lawrence  
4770

(Seal)

Notary Public

N.Y. Commission expires: Oct. 18, 1988

K. LAVELLE, single and never married; (per son(s) acknowledgeable);  
LAVELLE, single and never married; & damages  
MICHAEI V. LAVELLE SR., married before my wife, LAVELLE; (date) MICHAEI V. LAVELLE;  
The original instrument was acknowledged before my wife, LAVELLE, October 7, 1986.

COUNTY OF Cook .....  
STATE OF Illinois .....  
SS: }

X Jean F. Lavelle

X Jean F. Lavelle

X Keteh T. Lavelle

(Space Below This Line For Acknowledgment)

MICHAEI V. LAVELLE JR. (Signature)  
Borrower (Seal)

X Michaei V. LAVELLE SR. (Signature)  
Borrower (Seal)

I hereby bind myself to pay and record with the Clerk of the County of Cook, State of Illinois, the sum of \$1,500.00 plus interest at 7% per annum, to Keteh T. Lavelle, Lender, for the use of my home, located at 1825 W. Lawrence Avenue, Chicago, Illinois, as security for the payment of the principal sum mentioned above, for the period from October 1, 1986, to January 1, 1987, and thereafter until paid in full, and agree to hold myself liable for all costs of collection, including attorney's fees, and any expenses incurred by the Lender in the collection of the same, including, but not limited to, reasonable attorney's fees and costs of little or no value.

Other(s) [Specify] \_\_\_\_\_  
 Grandmother Rider  Plaintiff Rider  2-4 Family Rider  
 Adjustable Rider  condominium Rider

Instrument without charge to Borrower. Borrower shall pay any recordation costs. 20. Lender in possession. Upon acceleration under paragraph 19 or abandonment of the Property prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by duly qualified appellee or receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property included 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 then to the sums secured by the receiver's fees, premiums on bonds and reasonable attorney's fees, but not limited to payment of recordation costs. 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. Waiver of Homeestead. Borrower waives all right of homestead except in the Property. 23. Right to sue. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the co-contractants and beneficiaries of each such rider shall be incorporated into and shall amend and supplement this instrument, the co-contractants and beneficiaries of this Security Instrument as if the rider(s) were a part of this Security Instrument. 24. Miscellaneous. If any provision of this Security Instrument is held invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. The parties shall interpret this instrument in accordance with its plain meaning and intent. In the event of a conflict between any provision of this instrument and the law, the provisions of this instrument shall control.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, but not limited to reasonable attorney's fees and costs of little or no value.

This Security Instrument without further demand and may foreclose this Security Instrument in full or all sums secured by before the date specified in the notice, Lender or his option may require immediate payment in full of all sums secured on or before the date of default or any other default of Borrower to accelerate or foreclose. If the default is not cured on or before the date of default or any other default of Borrower to accelerate or foreclose, Lender may sell the property which is subject to this Security Instrument, foreclose by judicial proceeding and the right to assert in the foreclosure proceedings the non-securities of the Lender or his option to repossess after acceleration of the Property. The notice shall contain information concerning the Security Instrument, for example by notice of acceleration or the non-default or the default or any other default of Borrower to accelerate or foreclose, by which the default must be cured, and (d) that failure to pay the date specified in the notice may result in the acceleration of the instrument. and (e) 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 paragraph 13 and 17 unless applicable law provides otherwise). The notice shall provide prior to acceleration following Borrower's failure to perform any term of this instrument.

NON-UNIFORM COVENANTS. Lender and Borrower shall give notice to Borrower prior to acceleration following Borrower's

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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 of 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 expansion 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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2-4 FAMILY RIDER  
(Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 7th day of October, 1986, 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 Ravenswood (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5639 N. Christiana, Chicago, Illinois 60659  
(Property Address)

**2-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

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

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

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

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

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

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

x Michael V. LaVelle Sr. .....(Seal)  
Michael V. LaVelle Sr.

x Michael V. LaVelle Jr. .....(Seal)  
Michael V. LaVelle Jr.

x Keith T. LaVelle  
Keith T. LaVelle

x James K. LaVelle  
James K. LaVelle

x Jean F. LaVelle  
Jean F. LaVelle

8647817

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Property of Cook County Clerk's Office

86478807

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ADJUSTABLE RATE RIDER  
(Year Treasury Index Date 8/8)

3 8 0 7

THIS ADJUSTABLE RATE RIDER is made this 7th day of October , 1986 , 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 Bank of Ravenswood ----- (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5639 N. Christiana Chicago, Illinois 60659  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.90 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of October 1 , 1987 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.90 % or less than 7.90 %. Thereafter, my interest rate will never be increased or decreased for any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.90 %. My interest rate also shall never be greater than 13.90% nor lower than 7.90%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

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

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Rider,  
By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate  
Loan.  
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.  
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration  
within three days of giving such notice. Lender may also require the transfer of the Note and this Security Instrument unless Lender releases  
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.

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. Lender 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  
within three days of giving such notice. Lender may also require the transfer of the Note and this Security Instrument unless Lender releases  
Borrower in writing.

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. Lender will continue to be obligated under the Note and this Security Instrument unless Lender releases  
Borrower in writing.

KATHY J. LAVETTE  
Borrower  
(Seal)

MICHAEL V. LAVETTE JR.  
Borrower  
(Seal)

MICHAEL V. LAVETTE SR.  
Borrower  
(Seal)

KEITH J. LAVETTE  
Borrower  
(Seal)

DAMES K. LAVETTE  
Borrower  
(Seal)

Jean F. Lavette  
Borrower  
(Seal)