RE-RECORD MORTGAGE TO SHOW AMENDED LIGIL DESCRIPTION AND TO RECORD ADJUSTABLE RATE RIDER AND ADDENDUM TO ADJUSTABLE RATE RIDER

OF OK COUNTY, ILLINO

1986 JUL 28 AN 10: 46

SY: JULIE NOVOTNY HINSDALD FEDERAL SAVINGS and LOAD P.O. BOX 386 HINDIALE, ILLINDIS

BOX 333—HV

86318018

86563853

[Space Above This Line For Recording Data]

LOAK # 002-10313125

MORTGAGE

JUNE 02 THIS MORTGAGE ("Security Instrument") is given on The mort agent is EARL O. JACOBS OF, DIVORCED AND NOT REMARRIED 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 contra 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

PARCEL 1:

THE SOUTH 17.33 FEET OF 145 NORTH 87.99 FEET OF THE WEST 51 FEET OF THE EAST 265 FEET OF LOT 2 IN LOCK 1 IN THE SUBDIVISION OF THAT PART OF LOT 1 AND THAT PART OF LOT 2 LYING EAST OF THATCHER ROAD IN OWNERS SUBDIVISION IN NORTH WEST $\frac{1}{4}$ OF NOFTH WEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIR) PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.T.N.: 15-01-102-088-0000

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENTS RECORDED AS DOCUMENT 16847370 AND 16847371.

COOK COUNTY, ILLINOIS FILED FOR MECORD

1986 NOV 26 AM - 22

8656385

which has the address of 7919 NORTH AVE. #D RIVER FOREST (City) (Street) Illinois 60305-1018 ("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 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.



Shiring Albany	render of the second
The It was	
88/2	My Commission expires: A/1
ficial scal, this day of 19	Given under my hand and of
	set forth.
ument asAAAAA.	signed and delivered the said instr
ment, appeared before me this day in person, and acknow edged that he	subscribed to the foregoing instru
personally known to me to be the same person(s) whose name(s) IS	
· TYCOBEON	do hereby certify that. FARL. S
. St., Hilaire a Notar Tublic in and for said county and state,	T.blancd
E Con nty ss:	
(Space Below This Line For Acknow ddi ment)	
(Seal)	
(1692)	
(Iss2)	
EYEF C 1YCOB 201/4 —BOLLOWEL	
x Earl B. Justin (Scal)	
wer accepts and agrees to the terms and covenants contained in this Security	
STCAGE RIDER-PARACRAPH LY SUPPLEMENT	(Quyeu(s) [sbecily] NOR
jet 📑 Lianned Unit Development Rider	Oradusted Pay nent Rid
ERETO Condominium Rider	
eentents of this Security Instrument as if the rider(s) were a part of this Security	
nstrument. If one or more riders are executed by Borrower and recorded together with ants and agreements of each such rider shall be incorporated into and shall amend and	
orrower waives all right of homestead exemption in the Property.	22. Walver of Homestead. Bo
of all sums secured by this Security Instrument, Lender shall release this Security wer. Borrower shall pay any recordation costs.	21. Release. Upon payment
ty and collection of rents, including, but not limited to, receiver's fees, premiums on rneys' fees, and then to the sums secured by this Security and then to the sums security and the sums of the sums security and the sums security and the sums of the sums security and the sums of the sums security and the	costs of management of the Proper Teceiver's bonds and reasonable atto-
ie. Any rents collected by Lender or the receiver shall be applied first to payment of the	the Property including those past du
od of redemption following judicial sale, Lender (in person, by agent or by judicially to enter upon, take possession of and manage the Property and to collect the rents of	prior to the expiration of any perio
pon acceleration under paragraph 19 or abandonment of the Property and at any time	but not limited to, reasonable attorn Ug. Cender in Possession. Uj
further demand and may foreclose this Security Instrument by judicial proceeding. Il expenses incurred in pursuing the remedies provided in this paragraph 19, including,	Lender shall be entitled to collect al
ce, Lender at its option may require immediate payment in full of all sums secured by	before the date specified in the noti
nstate after acceleration and the right to assert in the foreclosure proceeding the non- defense of Borrower to acceleration and foreclosure, if the default is not cured on or	
uit on or before the date specified in the notice may result in acceleration of the sums toreclosure by judicial proceeding and sale of the Property. The notice shall further	secured by this Security Instrumen
lays from the date the notice is given to Borrower, by which the default must be cured;	default; (c) a date, not less than 30 d
it in this Security Knatrument (but not prior to acceleration under paragraphs 13 and 17 erwise). The notice shall specify: (a) the default; (b) the action required to cure the	breach of any coversation agreemen
render shall give notice to Borrower prior to acceleration following horrower's	

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

UNIFORM COVENANTS. Reprover and Lengel cove and unit agree as follows: 3 2 2 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 attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow 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 or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow 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 earnings 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 dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 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 a anist the sums secured by this Security Instrument.

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

Note; third, to amounts payable hader paragraph 2; fourth, to interest due; and last, to principal due.

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

receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation severed 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 ar, Part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priori y over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days of the giving of notice.

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 goverage" 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.

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, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower stan give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall - 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 proceed to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 36-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal (hal) not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 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.

6. 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 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.

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.

UNOFFICIAL COPY

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 Corrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had Corrower.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

Note are declared to be severable.

12. Loan Charges.

tuat morrower's consent.

paid to Borrower.

assigned and shall be paid to Lender.

partial prepayment without any prepayment charge under the Note-

shall not be a waiver of or precide the exercise of any right or remedy.

to the sums secured by this Security Instrument, whether or not then due.

.nqaragaraq zidt ni

Paragraph 17

(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 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 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower. this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

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

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

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 (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in grand and Borrower is not a natural

which can be given effect without the conflicting provision. To this end the provisions of this Security Listrument and the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note 15. Governing Law; Severability. This Security instrument shall be governed by its restriction in which the Property is located. In the event that any provision or clause of this Sec. rity Instrument or the

first class mail to Lender's address stated herein or any other address Lender designates by rotice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower of Lender when given as provided

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 a property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by a property Address or any other address Borrower Address I payer by notice to Lender shall be given by

13. Legislation Affecting Lender's Rights. If enaction of expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unento. Calle 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 specified in the second paragraph of

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. Lenduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (4) any sums already collected from Borrower which exceeded connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount charges, and that law is finally interpreted so that 'ne interest or other loan charges collected or to be collected in

modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, Instrument but does not execute the Mo.e. (2) is co-signing this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property (nde the terms of this Security Instrument; (b) is not personally obligated to pay

11. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bencessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants at agreements shall be joint and several. Any Borrower who co-signs this Security

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be n quit id to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise n. " My amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrowe, a surround persie to release the lishility of the original Borrower or Borrower's successors in interest.

Unless tender and Borrower otherwise sgree in writing, any application of proceeds to principal shall not extend or postpone the 2's date of the monthly payments referred to in paragraphs I 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 an or an or the sums secured by this Security Instrument granted by Lender to any successor in modification of an or an or

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or If the Property is abundoned 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

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 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 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

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

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

8. Inspections. 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.

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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 reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's

UNOFFICIAL CORY 3

RIDER

LOAP NO. 002-1031312

This Rider is made thisSI	ECOND		day of	JUNE	. 19 86 ,
and is incorporated into and sh	all be deemed to ar	nend and supp	plement t	he Mortgag	ge, Deed of Trust, or
Deed to Secure Debt (the "Sec	urity Instrument'')	of the same d	late given	by the und	dersigned ("the bor-
rower'') to secure Borrower's No	ote to <u>HIMSDALE</u>	FEDERAL S	SAVINGS	and LO	AR ASSOCIATION
(the "Lender") of the same date ment and located at		covering the p	roperty d	escribed in	the Security Instru-
RIVER		G0305-1015	8		
If anything contained in this	Rider shall be inco	nsistent in an	y way wii	th the Secu	rity Instrument, the
terms and conditions of this Ri	シメ	•	•		•
To more fully define what is	()	n 17 of the Sec	curity Ins	trument co	ncerning transfer of
property, change in ownership	shall mear Pay trar	nsfer of title to	the subje	ect premise	s, whether direct or
indirect, which shall include, b	ut not be limited to	, by virtue of	the gener	ality there	of, an option to pur-
chase contained in a lease or in	a separate docume	r.t, a change o	f ownersl	nip of more	than ten percent of
the corporate stock whether cor	nmon or preferred,	if the borrow	er is a co	rporation, c	or, a change of more
than ten percent of the ownersh	ip of the beneficial	interest ir a l	and trust,	if the borr	ower is a land trust.
The meaning of this provision	is that there shall t	oe an accelera	tion of th	e obligation	n as set forth in the
Security Instrument in the eve	ent of any change	in ownership	, he weve	r said own	ership is held, and
whether or not said change is l	egal, equitable, or	otherwise, wh	ether it	e directly	or indirectly, of the
premises covered hereby witho	ut the consent of t	he mortgagee.	*	5	,
By signing this, Borrower agr	ees to all of the abo	ove.			Ž.
	EARL G.	Carl JACOBEON		INC MONER)	(Seal)

UNOFFICIAL COPY

Property of Coot County Clert's Office



PILINED ENTI GEVALOPORE RIDER

	RIDER is made this 222 day of JUDE 19.86	
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	
HINSUALE FEDERAL SAVINGS A	ND LOAN ASSOCIATION (the "Lender")	
of the same date and covering the Property desc 7919 HOPPY AVIL 20. PIN	eribed in the Security Instrument and located at: 10 PORTIST, IL 60305-1013 [Property Address]	
	[Property Address]	
	parcel of land improved with a dwelling, together with other such parcels and	
	d in	

	planned unit development known as	
	Name of Planned Unit Development)	
(the "PUD"). The Property also includes Borro	ower's interest in the homeowners association or equivalent entity owning or	
	he PUD (the "Owners Association") and the uses, benefits and proceeds of	
Borrower's interest.		
PUD CO' ENANTS. In addition to the o	covenants and agreements made in the Security Instrument, Borrower and	
Lender further compant and agree as follows:	·	
	l perform all of Borrower's obligations under the PUD's Constituent	
Documents. The "Constituent Documents" are	e the : (i) Declaration; (ii) articles of incorporation, trust instrument or any	
equivalent document which creates the Owners	Association; and (iii) any by-laws or other rules or regulations of the Owners	
	then due, all dues and assessments imposed pursuant to the Constituent	
Documents.		
B, Hazard Insurance. 50 long as the O	winers Association maintains, with a generally accepted insurance carrier, a serty which is satisfactory to Lender and which provides insurance coverage.	
in the amounts for the periods and against the	hazards Lender requires, including fire and hazards included within the term	
"extended coverage," then:	mazaros penoer requires, mendang me and masaros mended within the term	
	Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of	
the yearly premium installments for hazard insu	ar ince on the Property; and	
(ii) Borrower's obligation under U	riform Covenant 5 to maintain hazard insurance coverage on the Property is	
deemed satisfied to the extent that the required c	average is provided by the Owners Association policy.	
·	ce o 'ar y 'apse in required hazard insurance coverage provided by the master	
or blanket policy.	insurance proceeds in lieu of restoration or repair following a loss to the	
	the PUD, any proceeds payable to Borrower are hereby assigned and shall be	
naid to Lender. Lender shall apply the proceed	is to the sums see tred by the Security Instrument, with any excess paid to	
Borrower.		
C. Public Liability Insurance. Borrows	er shall take such outions as may be reasonable to insure that the Owners	
Association maintains a public liability insurance	e policy acceptable in fc re, amount, and extent of coverage to Lender.	
D. Condemnation. The proceeds of any	award or claim for dami ges, direct or consequential, payable to Borrower in	
connection with any condemnation or other taki	ng of all or any part of the property or the common areas and facilities of the	
PUD, or for any conveyance in lieu of condemn	nation, are hereby assigned and shall be paid to Lender. Such proceeds shall Security Instrument as provided in Uniform Covenant 9.	
F Lander's Prior Consent Borrower	shall not, except after notice to I chiler and with Lender's prior written	
consent, either partition or subdivide the Propert	ty or consent to:	
(i) the abandonment or termination	n of the PUD, except for abandonment of comination required by law in the	
case of substantial destruction by fire or other case	sualty or in the case of a taking by condemnation or eminent domain;	
(ii) any amendment to any provision	on of the "Constituent Documents" if the provision is for the express benefit	
of Lender;		<u>0</u>
(iii) termination of professional ma	anagement and assumption of self-management of the owners Association;	in.
or	the effect of rendering the public liability insurance coveres maintained by	.5638 ⁵⁶
the Owners Association unacceptable to Lender.	the effect of rendering the public habitity insurance covers & maintained by	تن
	PUD dues and assessments when due, then Lender may pay them. Any	άū
amounts disbursed by Lender under this parag	raph F shall become additional debt of Borrower secured by the Security	() (
Instrument, Unless Borrower and Lender agree t	to other terms of payment, these amounts shall bear interest from the date of	Ų,
disbursement at the Note rate and shall be payab	le, with interest, upon notice from Lender to Borrower requesting payment.	
By Crawria Peron Bassania	as to the terms and provisions contained in this DITO Didos	j~-
BY SIGNING BELOW, BOFFOWER accepts and agree	es to the terms and provisions contained in this PUD Rider.	<u>8</u> 6318018
	x & an g Janton (Scal) EARE G. JACOBSON Janton Borrower	డ
	EARL G. JACOBSON (Scal)	-
	- Contower	∞
	(Seal)	3
· ·	-tiorrower	<u>~</u>
	(13 L)	- ~
••	(Scal) -Borrower	

.....(Seal)

Property of Coot County Clark's Office

UNOFFICIAL COPY:

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2ND. day of JUNE	19 86 and is
incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower.	Security Deed (the
Rate Note (the "Note") to	LAXION
the Security Instrument and located at:	
7919 NORTH AVE. #D RIVER FOREST IL 60305-1018	
[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 furtiler covenant and agree as follows:

A. INTEREST LATE AND MONTHLY PAYMENT CHANGES

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

(R) 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 No e 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. The result of this calculation will be the new a mount of my monthly payment.

(D) Limits on Interest Rate Changes

(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 change 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 any 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 1 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.

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.

UNOFFICIAL COPY

EARL G. JACOBSON (Seal) BORROWER Adjustable Rate/Graduated Payment Rider. BY SICHING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum To any remedies permitted by this Security Instrument without further notice or demand on Borrower. by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

Property of Cook County Clerk's Office