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### MORTGAGE

207880-5

86-627314

THIS MORTGAGE ("Security Instrument") is given on JANUARY 10 RICHARD PHILLIP GAMMIE AND JOAN CAROL GAMMIE, HUSBAND AND 86 The most gagor is WIFE

ve This Line For Recording Data1

("Borrower"). This Lecurity Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

THE UNITED STATES OF AMERICAnd whose address is which is organized and exis in under the laws of

4242 NORTH HARLEY

NORRIDGE, ILLINCIS 60634 ("Lender").

Borrower owes Lender the principal sum of

THIRTY THREE THOUSAND AND NO/100---

33,000.00 This debt is evidenced by Borrower's note Dollars (U.s. 5 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 FEBRUARY 1, 2016

This Security Instrument secures to Lender: (a) the repayment of the debt radenced 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 Borrov er's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower cloes hereby mortgag, grant and convey to Lender the following described property

County, Illinois: COOK LOT 35 IN BLOCK 11 IN SHEPARD'S MICHIGAN AVENUE NUMBER 2, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED 29, 1927, AS DOCUMENT NUMBER 360792, 17, COOK COUNTY, ILLEGIS. Clort's Office

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29-11-227-040

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Sept of SECSTSTAN A PROPE

which has the address of

14864 SHEPPARD DRIVE [Street]

DOL TON

[City]

Illinois

60419

("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."

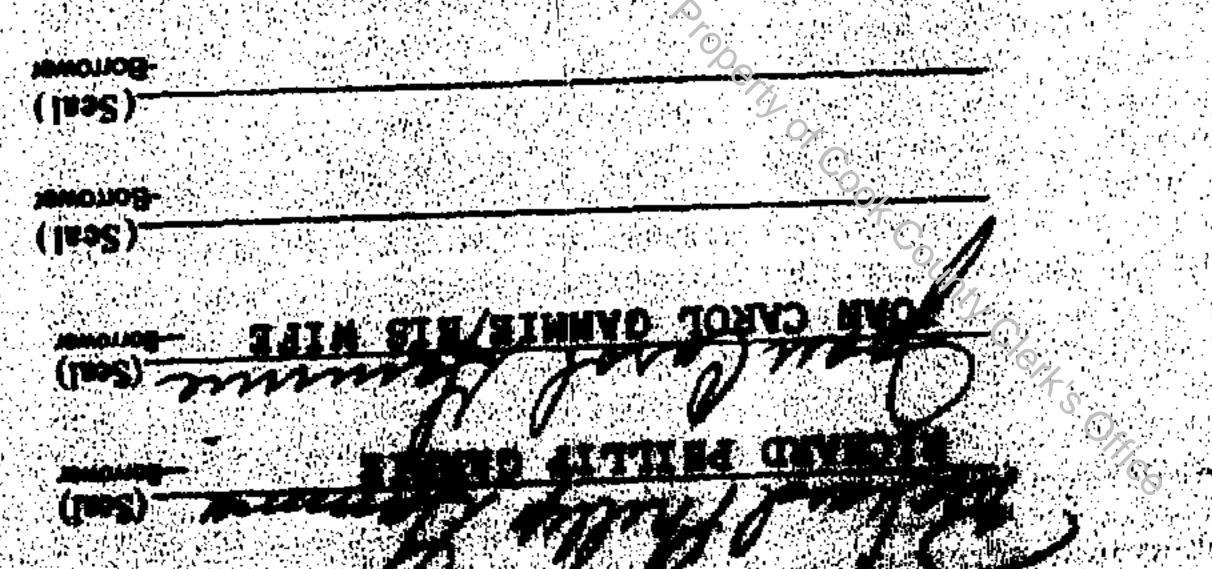
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims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

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

## JNOFFICIAL COPY



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 such rized 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 Veleased; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortizatio i of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not or erete 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 amor ication 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 Bourd; 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 rein's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) rerees 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) valy 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 have this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund r di ces 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 step; specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument to all 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 Norrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend r w'len 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 has rument 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 Institution 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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mortgage insurance premiums, if any. These nems are called "escrow items." Lender may estimate the Punds due on the basis of current data and reasonable estimates of luture energy items.

The Funds stiell be held in an institution the deposits or accounts of which are insuited or guestavised by a federal or stands; including Lender if Lender is such an institution; Lender abail apply the Funds to pay the excrew items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrew items, unless and applying the Funds and permits Lender to reake such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds to interest to rearings on the Funds aborrows any interest to be paid, Lender abail not be required to gay Borrower any interest or caraings on the Funds Lender abail give to Borrower, without charge, an annual accounts of the Funds aboung credits and debuts to the Funds and the Funds about the Funds and the Funds about the Funds and the Funds about the form to the Funds was made. The Funds are piedged as additional accurity for the sums secured by surpressed to which each debut to the Funds was made. The Funds are piedged as additional accurity for the sums secured by formula formula.

If the amount of the Pands held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow stems when due, the excess shall be, at morrower's option, solves promptly repaid to Borrower or creatised to Borrower on monthly payments of Funds. It the morrower's option, at the promptly repaid to Borrower or creatised to Borrower shall pay to Lender any amount of the Funds foot by Lender is not sufficient to pay the escrow items when due, florrower shall pay to Lender any

mount necessary to make up the deficiency in one or more payments as required by Lender.
Upon payment in fall of all sums secured by this Socarity Instrument, Lender, shall promptly refund to Borrower may Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than a fact of the the later of the Property or its adquisition by Lender, kny Funds held by Lender at the time of

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Application of implements. Unless applicable lew provides otherwise, all payments received by Lender under under lands. I and I will be supplied that the lands of the lands of the lands of the lands of the lands.

Mose, there, to amounts (say his under paragraph 2; fourth, to interest due; and last, to principal due.

Compact Mose. B a rower shall pey all taxes, assuments, charges, fines and impositions attributable to the Property which may attain priority over this Socurity Institutests, and lessebold payments or ground rents, if any sham on these obligations in the manner provided in paragraph 2, or if not paid in that/manner, Borrower shall promptly furnish to Lender all notices of amounts by these obligations is the person was the payment. Borrower shall promptly furnish to Lender all notices of amounts with under this paragraph. If Borrower that payment attains the Lender all notices of amounts with under this paragraph. If Borrower that payments directly, Borrower shall promptly furnish to Lender the paragraph. If Borrower that a payment attains directly, borrower shall promptly furnish to Lender.

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Borrower shall promptly discharge any live which has privity over this Security Instrument unless Borrower: (a) sequents in writing to the payment of the obligation secured by the lieu in a manner acceptable to Lender; (b) contests in good faith the lieu by, or defends against enforcement of the lieu is lieu in the Lender Lender's opinion operate to provent the enforcement of the lieu of torteiture of any part of the Property; or (c) secures from the holder of the lieu an agreement setting or the lieu in particular of the lieu an agreement setting the lieu to this in the lieu an agreement setting the lieu to the lieu of the lieu and the property is subject to a tien which may attain priority over the Security Instrument, It Lender may give Borrower a may give Borrower and lieu and the lieu of the actions set forth's bove within 10 days notice.

A. Hence Learnees. Borrower shall keep the improvements now et isting or hereafter erected on the Property insurance by Eve, hexarde included within the term "extended coverage" and any other hazards for which Lender requires. The insurance this insurance shall be maintained in the emounts and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender is approval which shall not be unsurance carrier providing the insurance shall be chosen by Borrower subject to Lender. I subject the insurance shall be chosen by Borrower subject to Lender.

All insurance policies and renewals thall be acceptable to Lender and shall include 2.) tandard mortgage clause. Lender shall have the right to hold the policies and renewal, if Lender requires, Borrower shall give prompt in the to the insurance arrives that a sad renewal notices. In the event of loss, Borrower shall give prompt in the to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unions Lender, and Borrower otherwise agree in writing, insurance proceeds shall be applied to 100 batterion or repair is economically fessible and Lender's security is not lessened. If the restoration or repair is security is not lessened, if the insurance proceeds shall be applied to the atmas secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If applied to the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has also settle a claim, then Lender may collect the insurance carrier than abundants the proceeds to repair or restore of any proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. It sometimes may insurance policies and proceeds resulting from the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security last the monthly prior to the acquisition.

Freervation and Maintenance of Property; Learniche. Borrower shall not destroy, damage or substantially share the Property, allow the Property to deteriorate or commit waste. It this Security instrument is on a leasehold, Borrower analt comply with the promitions of the lease, and all looming the business to the menger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance, "If Borrower fails to perform the

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#### ADJUSTABLE RATE RIDER

207880-5

ADJUSTABLE RATE RIDER
THIS ADJUSTABLE RATE RIDER is made this 10TH day of JANUARY 19 86, and is incorporate 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
THE TALMAN HOME FEDERAL SAVINGS AND (the "Lender") of the same date and covering the property described in the Security Instrument and located at: LOAN ASSOCIATION OF ILLINOIS
14864 SHEPPARD DRIVE, DOLTON, ILLINOIS 60419  [Property Address]
THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.
Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, Borrower and Lende further covenant and agree as follows:  A. INTERES' PATE AND MONTHLY PAYMENT CHANGES  The Note provides for an initial interest rate of 9.000 %. 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 par may change on the first day of FEBRUARY 19 87, and on that day every the month thereafter. Each date on which my interest rate could change is called a "Change Date."  (B) The Index
Beginning with the first Change Pare, my interest rate will be based on an Index. The "Index" is the:
Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the
Federal Home Loan Bank Board.  XXWeekly 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 cate 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 intex 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 in crest rate by adding TWO AND ONE HALF percentage points (2.500 %) 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%). This rounded amount will be pronound the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be pronound the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be pronound the result of this addition to the nearest one-eighth of the interest rate shall never be changed by more than 2.000 % from the interest rate which was in effect immediately prior to such change and provided further that the interest rate payable at any time during the term of this loan shall never be higher than 15.000 %.
The Note Holder will then determine the amount of the monthly payment that vould be sufficient to repay the principal 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) 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.  (E) 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 meend 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 BOTROWER
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 transferce as if a new loan were being made to the transferce; 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 Adjustable Rate Rider.
RICHARD PHILLIP GAMMIE (Sca)
RICHARD PHILLIP GAMMIN
JOAN CAROL GAMMIE/RIS WIFE BOTTOWER

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14864 SHEPPARD DRIVE, DOUTON, ILLINOIS 60415

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