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206679 845829474

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given go 10 QTOBER 6. The more agor is SIGRID M. SCHMIDT, A 140 KROOS AND DAWN B. KEATING, &Divorced 1987 . The mort agor is SIGRID M. SCHMIDT, A SECONSOMER'S NOT SINCE REMARR ("Morrower"). This Security Instrument is given to

, which is organized and existing UNITED SAVINGS OF AMERICA under the laws of the STATE OF ILLINOIS , and whose address is

("Lender"). 4730 WEST 797H STREET, CHICAGO, ILLINOIS 60652 Borrower owes Lender the rau cipal sum of the HUNDRED NINE THOUAND, SIX HUNDRED & NO/100 Dollars (U.S. 109, 600.00). This debt is evidenced by Borrower's note SIX HUNDRED & NO/100

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 COVEMBER 1, 2017
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 rums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the perform are 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

LOT 10 IN BLOCK 1 IN HAYNES AND SPARROWS ARGYLE PARK ADDITION TO RAVENSWOOD GARDENS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL OF COATS OFFICE MERIDIAN, IN COOK COUNTY, ILLINOIS.

G LO P. I. N.

2629 WEST WINNEMAC AVENUE which has the address of [Street] 80825

(Zip Code)

CHICAGO

(City)

Illinois

("Property Address");

TOXIETHER 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

Form 1876

To mayor the county and a server of college on.

UNOFFI€IAŁ COPY

RECORD AND RETURN TO: 1300 E. IRVING PARK ROAD STREAMWOOD, ILLINOIS GOLOY This instrument was prepared by:

CARRIE HANGE, OF, AMERICA

CARRIE HANGEN

(Address)

(Address)

John Public

My Commission expires: 3/24/88

1841, Detated 10 yab

Given under my hand and official seal, this

set forth.

free and voluntary act, for the uses and purposes therein

signed and delivered the said instrument as THEIR

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

DIVORCED & NOT SINCE REMARRIED POR DAWN B. KEATING, XXENERGRES (Seal) DIVORCED & NOT SINCE REMARRIED POR

BY SIGNING BELOW, Borrokes 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]

Graduated Paymer Rider

☐ Condominium Rider

1

Instrument. [Check e.ppicable box(es)]

XX Adjustable F.acc, Rider

23. River 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

22. Walver of Flomestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums accured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of satisfied for its demander in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those pass due. Any rents collected by Lender or the receiver shall be applied first to payment of the Property including those passes of management of the Property and collected by Lender or the receiver shall be applied first to payment of the Costs of management of the Property and collected by Lender or the receiver shall be applied first to payment of the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default into the date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums and (d) that failure to cure the default on or before the date specified in the notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-before the default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all auma secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

87544745

UNIFORM COVERNATE Borrower and Lender coveriant and agree as rapower

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 pay next 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 price to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit ago at the sums secured by this Security Instrument.

3. Application of Farments. 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; Liens. Regrower 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 he manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ow a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any Fer, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any proceedings which in the Lender's opinion operate to prevent the satisfactory to Lender subordinating the lien to this Security Instrument. If Lender the that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or lake one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter crected 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 amounts 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 corrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

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

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 imperance 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 for manurance 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-fay period will begin when the notice is given.

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

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

federal law as of the date of this Security Instrument. secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by person) without Lender's prior written consent, Lander may, at its option, require immediate payment in full of all sums

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this S. cu., ity Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If 211 or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

Note conflicts with applicable law, such conflict shall not affect other provisions of this Security I ast ument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security I estrument and the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Governing Law; Severability. This Security Instrument shall be governed by footed haw and the law of the

in this paragraph. first class mail to Lender's address stated herein or any other address Lender designates of notice 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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by Paragraph 17

may require immediate payment in full of all sums accured by this Seturity Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the atepa specified in the second paragraph of rendering any provision of the Note or this Security Instrument unentaries becording to its terms, Lender, at its option, If enactment or expiration of applitable laws has the effect of Legislation Affecting Lender's Rights,

partial prepayment without any prepayment charge under the Note. permitted limits will be refunded to Borrower. Lender may che pase to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. It a. efund reduces principal, the reduction will be treated as a charges, and that law is finally interpreted so that the interest or other loan charge shall be reduced by the amount oconnection with the loan exceed the permitted limits, them. (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

If the loan secured by 'nis Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. that Borrower's consent.

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 Instrutiver;; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay of paragraph 17. Borrower's covenant: and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Not. (4) is co-signing this Security Instrument only to mortgage, grant and convey instrument but does not execute the Not. (4) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind on't benefit the successors and assigns of Lender and Borrower, subject to the provisions

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

11. Successors and Assign 1 Joint and Several Liability; Co-signers. The covenants and agreements of by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be sequired 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 interest of Borrower had operate to release the liability of the original Borrower or Borrower's successors in interest.

postpone the condition of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Borraw of Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of any ruce sums secured by this Security Instrument granted by Lender to any successor in Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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

paid to Borrower. 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 following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the following fraction: (a) the total amount of the taking. Any balance shall be before the taking, divided by (b) the fair market value of the Property immediately before the taking.

assigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law 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,

UNOFFICIAL COPY EDITOR PRIVILEGE ADJUSTABLE RATE RIDER 2006.79

(1 Year Index-Interest Cap)

206679 845829474

| IMINALIHINIANI NI WALIM KILIMMIR MOMALININI ULI I MOMALI UULUULUU 10 ()/ AAA |
|--|
| THIS ADJUSTABLE RATE RIDER is made this <u>6TH</u> day of <u>OCTOBER</u> , 19.87, and is incorporated into and snall 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 |
| described in the Security Instrument and located at: |
| |
| 2629 WEST WINNEMAC AVENUE, CHICAGO, ILLINOIS 60625 |
| [Property Address] |
| THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN |
| THE INTEREST RATE AND THE MONTHLY PAYMENT. |
| |
| |
| |
| 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 ra e of SEVEN AND ONE-QUAR FERENT (7, 25%). |
| The Note provides for changes in the interest rate and the monthly payments, as follows: |
| 4. INTEREST RATE AND MONTHLY PAYMEN'S CHANGES |
| (A) Change Dutes |
| |
| The interest rate I will pay may change on the first div of NOVEMBER, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date!" |
| that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date!" |
| that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date!" (B) The Index |
| that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date!" |
| 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 maturily of 1 year, as made available by the |
| 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 of ore each Change Date is called |
| 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 maturily of I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days of ore each Change Date is called the "Current Index." |
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| 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 maturily 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 ton fer 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) Culculation of Changes |
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| 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 maturily 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 ion for 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) Culculation of Changes Before each Change I are, the Note Holder will calculate my new interest rate by adding THREE FOURTHS per sentage 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%). This rounded amount will be my new interest rate until the next Change Date. The interest rate will not be changed by more than 2.00 pecentage points |
| 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 of ore each Change Date is called the "Current Index." If the Index is no ton fer 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) Culculation of Changes FOURTHS Persentage 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%). This rounded amount will be my |
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| (B) The Index Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the WEKLY 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 of tree each Change Date is called the "Current Index." If the Index is no ion for available, the Note Holder will choose a new index which is based upon comparable information. The Note Hold is will give me notice of this choice. (C) Calculation of Changes FOURTHS 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%). This rounded amount will be my new interest rate until the next Change Date. The interest rate will not be changed by more than 2.00 peccentage points on any Change Date. The Note Holder may not adjust upward or downward the interest rate so that the change will not percentage points over the life of the loan. The Note Holder will adjust the new interest rate so that the change will not |

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthy 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 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 (in 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. Linder may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the fransferee 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 incrediate 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 Dorrower 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 terris and covenants contained in this Adjustable Rate Rider.

SPINSTER

(Seal)

(Seal)

DAWN B. KEATING, STATEMENT DRIV DIVORCED & NOT SINCE REMARRIED

(Seal) -Borrower

1-4 FAMILY RIDER

Assignment of Rents

206679 845929474

THIS 1-4 FAMILY RIDER is made this 6TH day of OCTOBER , 19 87, 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 UNITED SAVINGS OF AMERICA, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2829 WEST WINNEMAC AVENUE, CHICAGO, ILLINOIS 80625

[Property Address]

- 1-4 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, or improve, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORDIN (T): 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 INSUR NCE. 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 LEASE's. Open 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 over "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 rent, 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 E

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 high 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 near medies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in his 1-4 Family Rider.

SIGRID M. SCHMIDT, A BACKETER SPINSTER (Scal)

DAWN B. KEATING, AXBRADELEX

DIVORCED & NOT DES

SINCE REMARRIED (Scal)

Borrower

. .(Scal) -Borrower

Property of Cook County Clerk's Office