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LOAN # 87114344

COOK COUNTY, ILLINOIS
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1987 OCT 19 PM 3:33

87584614
MAIL TO:
BELL FEDERAL SAVINGS AND
LOAN ASSOC.
CORNER W. CHASE & CLARK
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN No. 87114344

HV

87564614

[Space Above This Line For Recording Data]

MORTGAGE

\$17.00

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 18

19.87. The mortgagor is AVENUE BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1976 AND KNOWN AS TRUST NO. 1543 ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing

under the laws of THE UNITED STATES OF AMERICA and whose address is Monroe & Clark Streets - Chicago, Illinois 60603

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 ("Lender") Dollars (U.S. \$ 125,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note", 16-01-2017) which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 10-01-2017.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 41 IN E. R. ROWES SUBDIVISION OF THE EAST 14 ACRES OF THE WEST 28 ACRES OF THE NORTH 35 ACRES OF THE SOUTH 85 ACRES OF THE NORTH EAST 1/4 (EXCEPT THE EAST 198 FEET OF THE SOUTH 220 FEET THEREOF) OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7133560 OF Owl Deckinga

COOK County Clerk's Office

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PERMANENT TAX I.D. NUMBER 16-6-219-014

which has the address of 1049 N. EAST AVE. OAK PARK

Illinois 60302 ("Property Address");
(2d 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.

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10841

Trustee Mortgage Signature Block 7/84 (BFS&L)

This instrument was prepared by ERAN TROESCH 79 WEST MONROE CHICAGO, IL 60603

MY COMMISSION EXPIRES ON: 12/11/89

Norma J. Haworth
Norma J. Haworth, Vice President

Given under my hand and Notarial Seal this 7th day of October 1987, A.D.

the free and voluntary act of said bank, did affix the corporate seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for uses and purposes therein set forth.

same persons whose names are subscribed to the foregoing instrument as such Vice President

President of Avenue Bank and Trust Co. of Oak Park and Norma J. Haworth Land Trust Officer

HEREBY CERTIFY that John B. Murphy, Vice President of the undersigned a Notary Public in and for said County, in the State aforesaid, DO

STATE OF ILLINOIS COUNTY OF Cook } ss: Executed and delivered in the presence of the undersigned Trustee and Trust Officer of Avenue Bank and Trust Co. of Oak Park, Illinois, on this 7th day of October, 1987, at Chicago, Illinois.

Witness: *Norma J. Haworth* Norma J. Haworth Land Trust Officer

By: *John B. Murphy* John B. Murphy Vice President

DATED OCTOBER 7, 1987, AND KNOWN AS TRUST NO. 1543

AVENUE BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT

IN WITNESS WHEREOF, said Borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Land Trust Officer

the directors of said corporation. Said resolutions further provide that the Notary herein described may be executed on behalf of said corporation by its

Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, as such, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest or any indebtedness secured hereby or to perform any covenant herein expressed or implied; all such liability, if any, being expressly waived by the Lender and every power or hereafter claiming any right or security hereunder; it being understood that the said Trustee merely holds legal title to the property herein described and has no control over the management thereof or the income therefrom. Notwithstanding anything contained in this paragraph to the contrary, it is expressly agreed that the Trustee will, upon the Lender's request, furnish the Lender with a certification of the beneficial ownership of the Trust and that said beneficial ownership has not been assigned since the date of execution of this document. In the event the Trustee refuses to provide, without expense to the Lender, said certification, such refusal shall operate as breach under the terms of the Security Instrument.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Planned Unit Development Rider
 Others (specify)

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not 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; (c) a 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 secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a 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 sums 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.

24. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Planned Unit Development Rider
 Others (specify)

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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UNIFORM COVENANTS, Conditions and Lender's Agreement follows

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may 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 against 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 under 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 lien 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 part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines 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 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 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, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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 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.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or postponing the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify a mortgagor's obligation to pay the sums secured by this Security Instrument in interest or to commence proceedings against any successor in interest. Lender shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Modification of an organization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest.

11. Successors and Assigns; 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: (i) is co-signing this Security Instrument only to mortgage, grant and convey the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may, at its option, reduce the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 15. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note are declared to be severable.

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 Reinstatement. 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 reinstatement shall not apply in the case of acceleration under paragraphs 13 or 17.

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ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 18TH day of SEPTEMBER, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and cover the property described in the Security Instrument and located at:

1049 N. EAST AVE., OAK PARK, IL 60302

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7 1/2% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES: BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 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 my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than 2.0 percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4 (F) below will

[X] be effective immediately.

[] be effective after the first Change Date.

The interest rate on this loan will never exceed 14.750 percent per annum.

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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This is executed by the undersigned, not personally, but as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, personally to pay the said indebtedness secured hereby or to perform any covenant herein either expressed or implied, in all such liability, if any, being expressly waived by the Lender and every person now or hereafter claiming any right or security hereunder, it being understood that the said Trustee merely holds legal title to the property herein described and has no control over the management thereof or the income therefrom. Notwithstanding anything contained in this paragraph to the contrary, it is expressly agreed that the Trustee will, upon the Lender's request, furnish the Lender with a certification of the beneficial ownership of the Trust and that said beneficial ownership has not been assigned since the date of execution of this document. In the event the Trustee refuses to provide, without expense to the Lender, said certification, such refusal shall operate as breach under the terms of the Security Instrument.

ADJUSTABLE RATE RIDER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

27. **STAFF ATTORNEYS' FEE.** The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

26. **ASSUMPTION POLICY.** Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default; (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards; (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or _____ percent (____%) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unperfected applicable state law.

25. **RELEASE FEE.** Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

24. **ADDITIONAL INSURANCE.** In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

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

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

(I) Required Full Payment

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the maturity date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

(H) Limit on My Unpaid Principal: Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(G) Additions to My Unpaid Principal

Unless Sections 4 (H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(F) Borrower's Right to Limit Monthly Payment

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(F) Borrower's Right to Limit Monthly Payment
Unless Sections 4 (H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(G) Additions to My Unpaid Principal
If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the amount of the interest portion from the amount of this difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

(H) Limit on My Unpaid Principal: Increased Monthly Payment
My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(I) Required Full Payment
Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and/or many acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrower(s) agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof, and the payment of its reasonable release fee.
26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default; (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards; (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or percent () of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

IN WITNESS WHEREOF, said Borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Land Trust Officer.

October 7, 1976. Pursuant to authority given by resolutions duly passed by the directors of said corporation, said resolutions further provide that the Note herein described may be executed on behalf of said corporation by its President.

AVENUE BANK & TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1976 AND KNOWN AS TRUST NO. 1543

Witness: Norma J. Hawthorth, Land Trust Officer; John B. Murphy, President

STATE OF ILLINOIS COUNTY OF COOK }
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, (X)

HERBERT (CERTIFIED) that the undersigned, President of Avenue Bank and Trust Co. of Cook County, Illinois, and Trust Officer and Trust Officer of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such.

Given under my hand and Notarial Seal this 7th day of October, 1976. A.D.

MY COMMISSION EXPIRES ON 1977. This instrument was prepared by FRANK ROSENBERG, 79 WEST MADISON, CHICAGO, ILL. 60603. Trustee Mortgages Standard Block 204 (REVISED)

UNOFFICIAL COPY

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LOAN NUMBER

87114344

ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 18TH day of SEPTEMBER, 1987, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and cover the property described in the Security Instrument and located at:

1049 N. FIRST AVE., OAK PARK, IL 60302

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7½% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 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 my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than 2.0 percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4 (F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 14.750 percent per annum.

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

(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 me and also the title and telephone number of a person who will answer any question I may have regarding the notice.