### NOFFICIAL CO

RIDER ATTACHED TO MORTGAGE FOR RECORDING

87679594

This instrument was prepared by: GreatAmerican Fed. S & L James D. O'Malley ake Street rk, IL 60301...

### MORTGAGE

318.00

(herein "Borrower"), and the Mortgagee, GreatAmerican Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1001 Lake Street, Oak Park, Illinois 60301 (herein "Lender"). WHEREAC, Borrower is indebted to Lender in the Principal sum of ... Ninety, Two, Thousand ..... Eight Hungel and no/100 

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interes thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein 

VOLUME:

ST 5 FEET OF LUT 313 IN E. A. CUMMINGS AND COMPANY'S MADISON SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD IN COOK COUNTY, ILLINOIS.

MBER: 15-13-108-016 VOLUME: 163 15-13-108-016

PERMANENT INDEX NUMBER:

(State and Zip Code)

COOK COUNTY, II

1987 DEC 30 AH 11: 39

MAIL TO **BOX 283** 

which has the	address of	641 W. JACKSON BLVD	FOREST. PARK
Willest Hair the	444445	[Street]	[City]
7.1	60130	Therein "Property Address")	

Together with all the improvements now or hereafter creeted on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred: (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration

of any period of redemption following judicial sale, Lender, 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 past due. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when 

to Borrower. Borrower shall pay all costs of recordation, if any.
23. Waiver of Famericad. Borrower hereby waives all right of homestead exemption in the Property.
IN WITNESS WHEREOV, Forrower has executed this Mortgage.
4 151 Allich -
DATDICU 1 MOLANIBorrower
PATRICK J. NOLAN -Borrower
Borrawer
<u> </u>
Bortower
Borrower
Cook Comment
STATE OF ILLINOIS
STATE OF ILLINOIS.  COOK  County ss:  [ Notary Public in and for said county and state.
do hereby certify that PATRICK. J. NOLAN, DIVORCED AND NOT SINCE REMARRIED
personally known to me to be the same person(s) whose name(s)i.s
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein
set forth.
Given under my hand and official scal, this
My Commission expires: 3/7/90
telen Decreases
" OFFICIAL SEAL " Joint Poplic
RY PUBLIC, STATE OF ILLINOIS
MISSION EXPIRES 3/7/90 }

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Prope (y)'s 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 such notice is mailed. Lender is pathorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the suras secured by this Mortgage.

Unless Lender and Corrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due data of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Releas d. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lerue to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or

otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of laxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies ploy ded in this Mortgage are distinct and comulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inter to, the respective successors and assigns of Lender and Borrower. subject to the provisions of paragraph 17 hereof. All cove ian's and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt r quested, to I ender's address stated herein or to be a state of the control of the control

such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender where given in the manner designated herein.

15. Uniform Mortgage; Governing Law: Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute variations security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction to which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without in conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or ensum rance subordinate to this Mortgage. (b) the creation of a purchase money security interest for household appliances. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less descent or by operation of taw upon the death of a joint tenant or (a) the grant of any leasehold interes, of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale of transfer. Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such take as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that fallure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbutreement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and bankrupi or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a

were a part hereof. rider is executed by Botrower and recorded together with this Mortgage, the covenants and agreements of this Mortgage as if the rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider condominium or planned unit development, and constituent documents. If a condominium or planned unit development or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration

acquisition.

or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs I and 2 hereof or chaver the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for nistrance benefits, Lender to Borrower. It the Property is abundoned by Borrower, or it Borrower fails to respond to Lender within 30 days from the be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be ap lied to restoration or repair of the Property damaged, provided such restoration or repair is economically leasible and he security of this Mortgage is not thereby impaired. If such restoration or repair is not economically leasible or if the security of this Mortgage would

All insurance policies and renewals thereof shall be in form acceptable to 1 suder and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall premptly furnish to Lender all renewal notices and all recein. An anid premptums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may were proof of loss if not made promptly by Borrower shall give prompt notice to the insurance carrier and Lender. Lender may were proof of loss if not made promptly by Borrower shall give prompt notice to the insurance carrier and Lender. Lender may were proof of loss if not made promptly by Borrower shall give promptly and the insurance carrier and Lender.

5. Hazard Insurance. Berrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extentled, overage", and such other hazards as Lender may require; and such amounts and for such periods as Lender may require; previded, that Lender shall not require that the amount of soverage exceed that amount of coverage required to pay the "as secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen of Burrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premium, or insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borre wer making payment, when due, directly to the insurance eartier.

payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments are promptly discharge any such lien so long as Borrow et shall agree in writing to the payment of the obligation secured by such lien so long as Borrow et shall agree in writing to the payment of the obligation secured by auch lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in a manner acceptable to Lender, or shall in good faith to not fortested on the Property or any part thereof.

5. Harrower shall begen the improvement of the Property or any part thereof. 4. Chargest Liens. Borrower shall pay ill taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority wer his Mortgage, and leasehold payments or ground rents, it any, in the manner provided under paragraph 2 hereof or, if her paid in such manner, by Borrower making payment, when due, directly to the

principal on any Future Advances.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 heren, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and under paragraph 2 hereof, then to interest and under paragraph 2 hereof, then to it event to the Note, and then in interest and

the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, any promptly repair to Borrower's option, either promptly repair to Borrower or credited to Borrower or monthly installments of Funds. It has amount of the Funds held by Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower may amount thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. It uncer paragraph 18 hereof the Property is otherwise acquired by Lender Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, Lender Lender shall apply, and 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 same secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes,

It the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

by this Mortgage. purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured shall give to Borrower, without charge, an annual accounting of the Funds showing credits and dehits to the Funds and the requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency fineluding Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground tents. Lender may not charge for so holding and applying the Funds and applicable have or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable have permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law fortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law fortgage that interest on the Lender shall be paid to Borrower, and unless such agreement is made or applicable, law fortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable, law

plus one twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from 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 installments of principal and interest are payable under the Mote, until the Mote is paid in full. As aum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgaes, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus applicable of the areas on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance.

on any Future Advances secured by this Mortgage.

indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

### ADJUSTABLE PAYMENT RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

1987, and is incorporated into and s Deed to Secure Debt (the "Security Instri secure Borrower's Adjustable Payment No	ENT RIDER is made this 3rd. day of December
7641 W. JACKSON BLVD.	FOREST PARK, IL 60130

(Property Address)

This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And

For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower World Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The

Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before the Maturity Date.

ADDITIONAL CO 'ENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender turiour covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial rate of .... 9.750 %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

#### 2. INTEREST

(A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

(R) The Index

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the MUHELY auction average rate on United States Treasury bills with a maturity of ... .SIX...... months, as made available by the Federal Reserve Board.

If the Index is no longer available, the Note Holder wil. choose a new index which is based upon comparable

information. The Note Holder will give me notice of this choice.

The most recently available Index figure as of the date 30 but not nore than 45 days before each Interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new rate of interest by adding ... 0.2500... percentage points (.... 2.500... %) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and after any default described in Section 9(B) below.

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid principal balance will change if the amount of my monthly payment and the Full

Monthly Amount are different.

### 4. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

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- Вопожет	
(Seal)	
- Bottower	
(Seal)	
Borrower -	
(Seal)	
- Bartower	PATRICK J. MOLAN
A 1	PATRICK J. NOLAN
(Seal)	TP POONTEX
0.77//	
,	and the second contract to the second contrac

и Witness Whereof, Bottower has executed this Adjustable Payment Rider.

ties hereto agree that such an enactment or expiration of applicable laws would produce a mutual mistake in law. Lender's option, may declare all sums secured by the Security Instrument to be immeriately due and payable. The par-Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at according to their terms, or all or any part of the sums secured hereby undeatable, as otherwise provided in the sions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph 1) unenforceable If, after the date hereof, enactment or expiration of applicable lays have the effect either of rendering the provi-

### **LEGISLATION**

ment under the Mote. making a direct payment to Borrower. If a refund reduces principal the reduction will be treated as a partial prepayrefunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by the permitted limits; and (2) any sums already collected from Bottower which exceeded permitted limits will be exceed permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to finally interpreted so that the interest or other loan else, ges collected or to be collected in connection with the loan

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is

#### **LOAN CHARGES**

Non-Uniform Covenant 21 of the Security Itstrument ("Future Advances") is deleted.

#### G. NO FUTURE ADVANCES

ment discontinued only if applicable law a provides. Any right to reinstate shall be exercised in the manner required Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instru-

19. Borrower's Right to Rein is Notwithstanding Lender's acceleration of the sums secuted by this Security BORROWER'S RICHT TO REINSTATE.
Non-Uniform Covenant 19 ("Actrower's Right to Reinstate") is amended to read as follows:

rower in writing.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borreasonable fee as a condition to Lender's consent to any sale or transfer.

Instrument, as modined if required by Lender. To the extent permitted by applicable law, Lender also may charge a Lender and that tolisates the transferee to keep all the promises and agreements made in the Note and in this Security

addition of unprid interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to made, inclusing, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required graph 18 hereof.

such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by parawithin which Borrower may put the sums declated due. If Borrower fails to pay such sums prior to the expiration of with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance

be immediately due and payable. ing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security instrument to tion of law upon the death of a joint tenant or (d) the grant of any leaschold interest of three years or less not containcreation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operadinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the

ferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subor-17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or trans-Uniform Covenant 17 of the Security Instrument is amended to read as follows:

E. TRANSFER OF THE PROPERTY; ASSUMPTION

I will make my monthly payments at GreatAmerican Federal Paving Estat Association, 1001 Lake Street, Oak Park, IL 60301, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

(C) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay the unpaid principal balance on my loan in full over the remaining amortization period at the Payment Rate in substantially equal payments. The "Payment Rate" is the Index on the most recent Interest Change Date plus ... 0.2500 percentage points (... 2.500.%).

I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B) below

requires me to pay the Full Monthly Amount.

(D) Effective Date of Payment Changes

Until my monthly payment is again changed, I will pay the amount of my new monthly payment each month beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required to pay the Full Monthly Amount.

#### 5. UNPAID PRINCIPAL BALANCE

(A) Changes to My Unpaid Principal Balance

My monthly payment could be less than the amount of the interest portion of the first Full Monthly Amount I owe or less than the interest portion of my first Full Monthly Amount after an interest Change Date. If so, the Note Holder will subtract the amount of my monthly payment from the amount of interest I owe and will add the difference to my unpaid principal balonce each month until the next Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the rate of interest on the interest added to principal will be the rate determined in Section 2 above.

My monthly payment could be more than the amount of the Full Monthly Amount. If so, the Note Holder will subtract the difference from the unp iid principal balance of my loan each month until the next Interest Change Date

as if I had made a partial prepayment under Section 7 below.

(B) Limit on Unpaid Principal Balance, Required Full Monthly Amount

My unpaid principal balance can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. If my paying the amount of my monthly payment after any Interest Change Date would cause the unpaid principal balance to exceed that maximum amount at any time, I must pay instead the Full Monthly Amount as my monthly, syment until the next Payment Change Date.

6. NOTICE OF CHANGES

The Note Holder will mail or deliver to me a notice of any changes in the Full Monthly Amount and 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. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to lea1 as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not prind in such manner, by Borrower making payment, when due, directly to the payer thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge my fien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower; (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subor finaling such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a rriority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy tue's lien or take

one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Mortgage; Governing Law; Severability. This form of 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. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

of the CITY

of FOREST PARK

, County of COOK and State of

ILLINOIS

in order to secure an indebtedness of NINETY TWO THOUSAND EIGHT HUNDRED and no/100-----

Dollars (\$92,800.00), executed a mortgage of even date herewith, mortgaging to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois,

the following described real estate:

LOT 312 AND THE EAST 5 FEET OF LOT 313 IN E. A. CUMMINGS AND COMPANY'S MADISON STREET ADDITION IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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FOREST PARK, IL 60130

and, whereas, said Ass cirtien is the holder of said mortgage and twe note secured thereby:

NOW, THEREFORE, in the to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, tranter and set over unto said Association, hereinafter referred to as the Association, and/or its successors and assigns, all the relate low due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any ogreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be her rater made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the desociation and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Asscriation to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in convergen with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repails  $\psi$  the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might  $\xi$ , hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association , hall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or lightly of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the rayment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customar commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servents as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this as agament, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, that tain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney si all be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and si all be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness of lability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

/..A. D., 19.87... (SEAL) (SEAL พิกา (SEAL) (SEAL) STATE OF JL THE UNSERSIEUED COUNTY OF COOK , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT PATRICK J. NOLAN, DIVORCED AND NOT SINCE REMARRIED. personally known to me to be the same person whose name is subscribed to the foregoing instrument, he appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument his free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal. SEAL OFFICIAL Assignment of Rents for Individuals NOTARY PUBLIC. STATE OF ILLINOIS