Elect ful shallon

RIDER ATTACHED TO MORTGAGE FOR RECORDING

This instrument was prepared by: GreatAmerican Fed. S & L James D. O Malley

1001 Plake (NST) eet 301.

(Address)

87088676

# **MORTGAGE**

THIS MORTGAGE is made this. 5th  19. 87., between the Mortgagor, RAMON PENA, DIVORCED AND NOT SINCE REMARKIED.
(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").
no/100 NHEREAS, Borrower is indebted to Lender in the Principal sum of . Seventy Thousand and
Dollars, which in bettedness is evidenced by Borrower's note dated. February 5 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 5 1987 (1987).
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 interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of
THE SOUTH 4.8 FEET OF LOT 23, ALL OF LOT 24 AND LOT 25 (EXCEPT THE SOUTH 15.60 FEET OF SAID LOT 25) IN BLOCK 37 IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10. TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NUMBER: 15-10-214-050 VOLUME: 161
000 A-8-0
79.7
PERMANENT INDEX NUMBER: 15-10-214-050 VOLUME: 161  QUE A-B-O  79.

which has the address of	O7 N. 17TH AVENUE	MELPOSE PARK
	{Streat}	(City)
IL 60160	(herein "Property Address");	
[State and ZIp Code]		

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.

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 evidenced by primissory notes stating that said notes are secured hereby. At no time shall the principal amount of the 

to Borrower. Borrower shall pay all costs of recordation, if any.  23. Waiver of Home tead. Borrower hereby waives all right of homestead exemption in the Property.
In Witness Whereuf, be rower has executed this Mortgage.
I Vann Deve
RAMON PENA —Borrower
—Borrower
—Borrower
Borrower
STATE OF ILLINOIS,
I. He waltscared a Notary Public in and for said county and state.
do hereby certify that RAMON. PENA, .DIVORCED AND .NOT. SINCE REPARRIED
personally known to me to be the same gerson(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged thathe
signed and delivered the said instrument as free and voluntary act, for he uses and purposes therein
set forth.
Given under my hand and official seal, this
My Commission expires: 4-12-90
X mills / Hear
( )
(Space Relow This Line Reserved For Londer and Recorder)

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

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

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 Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from 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 (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 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 requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower shall pay to Longer any amount necessary to make up the deficiency within 30 days from the date notice is mailed

by Lender to Borrowe, importing payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under pare rath 18 hereof the Property is sold or 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, any Funds held by Lender at the time of application of a credit against the sums secured by this Mortgage.

3. Application of Payments. Unices applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall I sapplied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

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 the Nortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid it such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to end of all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shill agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good forth-contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended co or lee", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided; that Lender shall not require that the amount of

such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Bersower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrow r making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender, 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 promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the cases, if any, paid to Borrower. If the Property is abandoned by Portgage is about the sums secured by this Mortgage. to Borrower. If the Property is abandoned by Borrower or it Borrower tails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal small not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change 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

- 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 condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 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 bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement 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

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Act date specified in the notice. Lender at Lender's option may declare all of the sums secured by this Mortgage to be and payable without further demand and may forcelose this Mortgage by Judicial proceeding. Lender shall cumentary evidence, abstracts and tille reports.

ver's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

ver's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

ver's Right to nave any proceedings by Lender to enforce this Mortgage discontinued at any time xistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on ther inforcement of the right to relief after acceleration and the right to assert in the forcedoung ration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice th must be cured; and (4) that failure to cure such breach on or before the date specified in the nutice may resulf in 48. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or greement of Borrower's breach of any covenant to pay when due any sums secured by this Mortgage, I.ender for to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (3) the breach action in the date the notice frame of a date, not less than 30 days from the date the notice is mailed to Borrower, by which such it days to ours such breach; (3) the first of the date of the notice may be not be accelerated to borrower, by which such Non-Uniform Covenants. Bottower and Lender further covenant and agree as follows:

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 passagraph 18 hereof.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in necordance with

obligations under this Mortgage and the Mote. not containing an option to purchase. Lender may, at Lender's option, declare all the sums seeu ed by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the late of transfer. Lender and the present of whom the Property is to be sold or transferred reach agreement in writing that the interest payable on the sums secured by this Mortgage shall be at such rate as Londer shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Bor of we's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release. Fortower from all instead the block.

descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold, freest of three years or less by Borrower without Lender's prior written consent, excluding (a) the creation of a lier or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliance, (c) a transfer by devise. 17. Transfer of the Property: Assumption. It all or any part of the Property or an integest therein is sold or transferred

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.

interpret or define the provisions hereof.

14. Notice. Except for any notice required under top leable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by analysing 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 address stated herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be given to Borrower as provided herein. Any notice provided for in this use and non-uniform societies. Any section to Borrower of Lender were given in the manner designated herein.

15. Uniform Mortgage: Governing Law: Severability. This form of confitting a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisations in which the Property instrument covering event that any provision or clause of this Mortgage or the Mortgage or the Mortgage or the Mortgage or the Mortgage and the Socerable.

interpret or define the provisions hereof.

remedy under this Mortgage or afforded by I.w or equity, and may be exercised concurrently, independently or successively.

13. Successors and, Assigns Bound; Join? and Acveral Liability; Captions. The covenants and agreements bettein contained shall bind, and the retendent shall annue to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. Il covenants and agreements of Borrower shall be joint and several.

The captions and headings of the paragraphs of it is afortgage are for convenience only and are not to be used to the captions and headings of the paragraphs of it is afortgage are for convenience only and are not to be used to answere or define the provisions hereof.

Porbearance by Lender r.o. a Walver. Any furhearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable here. Shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the particle of inverse or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the inverse secured by this Mortgage.

12. Remedies Cumulative. All remadies provided in this Mortgage are distinct and cumulative to any other right or remader this Mortgage or afforded by a provided in this Mortgage or afforded by a provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by any or exercised concurrently, independently or successively.

proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reaso of any demand made by the original Borrower and Borrower's successors in interest. by this blottgage granted by Lender to any successor in interest. Lender shall not be required to commence the liability of the original Betrower and Borrower's successors in interest. Lender shall not be required to commence

Borrower for Released. Extension of the time for payment or modification of amortization of the sums secured

such installments. an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lend 7 is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property 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 that of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of our postpone the due that the due that the amount of the control of the due that the due that the due that the control of the due that the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make paid to Borrower.

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance 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 otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage.

and shall be paid to Lender interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any expected or consequential, in connection with any sequential of proceeds of any award or claim for conveyance in lieu of condemnation, are hereby assigned condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided any action hereunder permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

manner provided under paragraph. A brecot.

Any amounts disbursed by Lender pursuant to this paragraph? A with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender paragraph and pear interest theme, and has of Borrower secured by this Mortgage. Unless Borrower and Lender of Borrower secured by this Mortgage. Unless Borrower requesting payment thereof, and shall be payable upon notice from Lender to flurtower 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 Mote unless payment of interest at such rate would be contrary to applicable law, in which even amounts shall bear interest at the highest take meaning lender to interest at the highest take memieshble law. Mortsing to this paragraph of shall require Lender applicable law. Mortsing to this paragraph of shall require Lender applicable law. Mortsing to this paragraph? Spall require Lender applicable law. Mortsing to this paragraph?

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

# Loan # 01-10526252 UNOFFICAL James D. P. Mayley 1001 Lake Street Oak Park, IL 60301

# ADJUSTABLE PAYMENT RIDER

### RIDER ATTACHED TO MORTGAGE FOR RECORDING

THIS ADJUSTABLE PAYMENT RIDER is made this 5th day of . February
19. 87 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or
Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to
secure Borrower's Adjustable Payment Note to GreatAmerican Federal Savings & Loan Association (the "Lender") of
the same date (the "Note") and covering the property described in the Security Instrument and located at:

107 N. 17TH AVENUE MELROSE PARK, IL 60160 (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 Wou'd Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Gepay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before 7 he Maturity Date.

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 are of ... 9.270. . %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly pay ochts, as follows:

#### 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

Beginning on the date of this Note, I will own interest at a yearly rate of 9.270 %. The rate of interest I will own will change on the first day of the month of March 1, 19.88 and on that day every TWELFTH ..... month thereafte. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

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 I year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choos 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 riore than 45 days before each Interest Change Date is called the "Current Index."

## (C) Calculation of Interest Rate Changes

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 inter any default described in Section 9(B) below.

## CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and Note Holder will 826120e the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

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.

#### 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.

19. 87 . . . . 1 will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

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	(Sign Original Only)
	- Воггомет
	(Seal)
	19WOTIOB -
	COOK CORMIX RECORDER (Seal)
929	R R D — A R - A - A - A - A - A - A - A - A - A
00:89:£ 37:91\$	(1835) E1/20 9520 HART \$2000\$1
	Bottower - Bottower
	(Seal)

IN WITNESS WHEREOF, Borrower has executed this Adjustable Payment Rider.

ties hereto agree that such an enactment or expiration of applicable laws would produce 5 mutual mistake in law. Lender's option, may declare all sums secured by the Security Instrument to be immediately 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 uncollectable, as otherwise provided in the sions of the Note, the Security Instrument or this Adjustable Rate Rider (c. her than this paragraph I) unenforceable If, after the date hereof, enactment or expiration of applicable laws na 'e the effect either of rendering the provi-

## *TECISTYLION*

ment under the Note.

making a direct payment to Borrower. If a refund reduces princh at 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 Borrower which exceeded permitted limits will be exceed permitted limits, then (1) any such loan charge shalf be reduced by the amount necessary to reduce the charge to finally interpreted so that the interest or other loan energes collected or to be collected in connection with the loan If the loan secured by the Security Instrument is ...ub)ect to a law which sets maximum loan charges, and that law is

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

G. NO FUTURE ADVANCES

Dy such law.

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

19. Bostower's Right in Reliable. Notwithstanding Lender's acceleration of the sums secuted by this Security Mon-Uniform Covenant 19 7 Borrower's Right to Reinstate") is amended to read as follows:

BORROWER'S RICHT TO REINSTATE

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

firstrument, as mouif,ed if required by Lender. To the extent permitted by applicable law, Lender also may charge a Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to

made, incluency, 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 Jue. 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 Botrower 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 leasehold 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. TRANSPER OF THE PROPERTY; ASSUMPTION

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I will make my monthly payments at GreatAmerican Federal Savings & Loan 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 ...Q.3500... percentage points (...3.500...%).

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 ir 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 before 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 with 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 unpaid principal balance of my loan each month until the next Interest Change Date as if I had made a partial prepayment under Scitton 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 bor oved. 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 payment 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 yill include information required by law to be given me and also the title and telephone number of a person who will arswer any question I may have regarding the notice.

#### B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to reputas 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 paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly ir nish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment direc 1% Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any ten 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 a septable 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 subo. dica ong 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 priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy by in 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.