COOK COUNTY, CLIMPS FILED FOR RECORD

1987 APR -9 PH 3: 03

C/O/A'S

#### 87189743

Loan No. 50-02-007063

#### MORTGAGE

THIS NOT TGAGE ("Security Instrument") is given on February 23  19.87 The mortragor is Gregory D. Miller and Melissa Ann Miller, his wife
19.87 The mortragoris Gregory D. Miller and Melissa Ann Miller, his wife
("Borrower"). This Security Instrument is given to Standard
Federal Savirgs and Loan Association of Chicago , which is organized and existin under the laws of LPA United States of America , and whose address is 4192 Archer Avenue.
under the laws of the United States of America and whose address is 4192 Archer Avenue,
Chicago, Illinois 62632 ("Lender"
Chicago, Illinois 52632  Borrower owes Lender the pricipal sum of Two Hundred Fifteen Thousand and 00/100
Dollars (U.S. \$21.5.,00000). This debt is evidenced by Borrower's not
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if no paid earlier, due and payable on May 1 a 2017. This Security Instrumen
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions an 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 here by mortgage, grant and convey to Lender the following described propert located in County, Illinois
County, Innois

LOT 56 IN CLARK AND THOMAS SUBDIVISION OF LOT 4 IN BLOCK 9 IN SHEFFIELDS ADDITION TO CHICAGO IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN OOK COUNTY, ILLINOIS.

14-32-416-054-0000

7) OY 300 Audum & DF (G

which has the address of ..... ... ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT SEE ATTACHED RIDERS MADE A PART HEREOF AND INCORPORATED HEREIN LD 84/219

Form 3014 12/83

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	Wendy S. Or (All Market) (All M
	MY COMMISSION EXPLICITLY SEAL."
	Witness my hand and official seal this
	(he, she, they) (he, she, they)
	the undersigned, a Motary Public in and for said county and state, do hereby cariffy that accounty and state, do hereby cariffy that accounts of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, and acknowledged said instrument to be
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	Tallim mm seetlah
	Gregory D: Miller —Borrower
	BY SIGNING BELOW, do nover accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) execated by Borrower and recorded with it.
	Other(s) [specify]
	Graduate 1 P. yment Rider   Planned Unit Development Rider
	Instrument. [Ch.ck applicable box(es)]  [X] Adjus.akle Pate Rider
	22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  23. Filters to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Anstrument, 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 it the rider(s) were a part of this Security supplement the covenants and agreements of this Security supplement the rider(s) were a part of this Security supplement the rider(s) were a part of this Security supplement the rider(s) were a part of this Security supplement the rider(s) were a part of this Security supplement the rider(s) were a part of this Security supplement the covenants and agreements of this Security Instrument the rider(s) were a part of this Security supplement the covenants and agreements of this Security Instrument the rider(s) were a part of this Security supplement the covenants and agreements of this Security Instrument the rider(s) were a part of this Security supplement the covenants and agreements of this Security Instrument the rider(s) were a part of this Security supplement the covenants and agreements of the rider supplements the rider(s) were a part of this Security supplements and the rider(s) were supplements and rider(s) were sup
	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.
	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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys fees, and then to the sums secured by this Security Instrument.
	but not limited to, reasonable attorneys' fees and coats of title evidence.  20. Lender in Possession. Upon acceleration under paragraph 19 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
	existence of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or this 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 collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to conserve the analysis of the orders of this paragraph 19, including,

19. 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) this failure to cure the default on or before the date specified in the notice may result in acceleration of the sums accured 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-sistence of a default or any other defense of Borrower to acceleration and toreclosure. It the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. It the default is not cured on or

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

### UNOFFICIAL GOPY A 3

"OFFICIAL SEAL"
Wendy S. Ort
Metary Public, State of Illinois
My Commission Externs 11/17/90

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

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lend a and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amondation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

this Security Instrument shall bind and ben fit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay 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 r gard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this S curity 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

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(a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits, then:

(a) any such loan charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amount necessary to reduce the charge shall be reduced by the amoun

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

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument inali 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 lay 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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

### **UNOFFICIAL COPY**

requesting payment.

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 Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Lender may take action under this paragraph 7, Lender does not have to do so.

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's rights in the Property (such as a proceeding in bankruptey, 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 coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect 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

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 Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leaseholds.

Instrument immediately prior to the acquisition.

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount (11) e 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

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 the. The insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the preceds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 50-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 50-day period will begin of the Property damaged, if the restoration or repair is economically seasible and Lenuer's recurity is not lessened. If the restoration or repair is not economically seasible or Lender's security would be lessened, he insurance proceeds shall be

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair all receipts of paid premiums and renewal notices. In the event of loss, Borrower, and give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrowe, adject to Lender's approval which shall not be 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 "extent of coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority ever this Security Instrument, Lender may give 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 'nn' rate of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that may part of agreement satisfactory to Lender subordinating the lier to this Security Instrument. If Lender determines that Borrower, the Property is the lier of the property is secured to the lier of this Security Instrument. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a)

receipts evidencing the payments. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower these payments directly, Borrower shall promptly furnish to Lender to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender to Lender this paragraph. If Borrower shall promptly furnish to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender to Lender to be paid under this paragraph. If Borrower shall promptly furnish to Lender to Lender to Lender to Lender this paragraph. If Borrower shall promptly furnish to Lender to Lender to Lender this paragraph. 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, nnes and impositions autriousante to me. Property which may attain prior. 4 over this Security Instrument, and leasehold payments or ground rents, if any.

Note; third, to amounts payably under paragraph 2; fourth, to interest due; and last, to principal due.
4. Charges; Liens. Dorrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

3. Application of P syments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

Upon pater and in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held (vy Lender shall apply, no later than immediately price to the sale of the Property of its acquisition by Lender, any Funds held by Lender at the time of application as a crecht gainst the sums secured by this Security Instrument.

A parlication A Property of the sale of the Property of the security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the 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 of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

this Security Instrument.

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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by 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 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 The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. 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 mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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

. . . . . . . . . . . . . . . . . (%44)}

### UNOFFICIAL COPY 4 3

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of February , 19 87 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

1836 N. Maud Avenue, Chicago, Illinois 60614

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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 RASE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.00 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may the nice on the first day of May , 19 92, and on that day every 12th month thereafter. Each day on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my in clest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." Accessed proceeds using the experience of the continuous processes and the experience of the ex

If the Index is no longer available, the Note Holde 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 (2.50 %) 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly pay iten that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the me unity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.00 % or less than 8.00 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding welve months. My interest rate will never be greater than 14.00 %.

#### (E) 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.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that the Note and that obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing:

bottomer in writing.

MULTISTATE ADJUSTABLE RATE RIDER—ARM 5-2—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3111 3/85

-Borrower	
(Seal)	· O <sub>A</sub>
-Borrower	100
(Seal)	
- Barrawer	Yelissa Ann Miller
(Seal)	When (En Melle
-Borrower	Gregozy D. Miller
(Iso2)	Surge (3) Null

Rider.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

## (Assignment of Kents)

THIS 2-4 FAMILY RIDER	is made this23.Eq	l. day of	February	, 1987 ,
and is incorporated into and shall				
"Security Instrument") of the sa	ame date given by	the undersigned (t	the "Borrower") to	secure Borrower's Note to
Standard Federal Savin	gs and Loan As	sociation of	Chicago	(the "Lender")
of the same date and covering the				
1006 11 14	1 4 61	T1133-	COC1 /-	

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

(Property Address)

- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances regulations and requirements of any governmental body applicable to the Property.
- B. SUBOLDIP.ATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "BORROWER'S RICH" TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing wases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender', agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender'; arer.s. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents r(ce) red by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do to it any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or rerued; of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is just in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or ig eement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

$A \sim A C$	
Gregory D. Miller	(Seal
Gregory D. Miller	-Borrowe
Melissa Ann Miller	(0)
Mallega App Miller	

# UNOFFICIAL COPY

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