

UNOFFICIAL COPY

Mail To:
RIVERSIDE SAVINGS & LOAN ASSN.
330 SOUTH HARLEM AVENUE
RIVERSIDE, ILLINOIS 60546

(Space Below This Line Reserved For Lender and Recorder)

Notary Public

My Commission expires: April 26, 1990

Given under my hand and official seal, this, the 8th day of June, 1987.

for me,

signed and delivered the said instrument as, the 8th, free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, the X,
personally known to me to be the same person(s) whose name(s) are, after,
do hereby certify that, Melvin E. Noland, and Gerald J. Cook, doffy,
a Notary Public in and for said county and state,

State of Illinois, Cook County, State of Illinois, Cook County,

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to the parties and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to
the captions and headings of the paragraphs of this Mortgage by Lender shall be a waiver of Lender's
rights to the provisions of this Mortgage. All convenants and agreements of Borrower shall be joint and several,
subjoined shall bind and to the rights hereunder shall inure to the benefit of Lender and Borrower,
covenants and agreements of Borrower shall be binding upon Lender and Borrower at
any time or place or after notice to Lender, and may be exercised contemporaneously or successively,
remedy under this Mortgage or otherwise or after notice to Lender, and may be exercised contemporaneously or successively,
12. Remedies. Cumulative. All remedies provided in this Mortgage are cumulative to any other right or
right to accelerate the maturity of the indebtedness secured by this Mortgage.
The procedure of insuring or the payment of taxes or other charges by Lender not be a waiver of Lender's
obligations after being paid by Lender Notwithstanding, Any forbearance by Lender of any such right or remedy,
secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest,
proceedings against such successor or trustee to extend time for payment or otherwise modify amortization of the sum
the liability of the original Borrower and Borrower in interest of Borrower shall not be reduced to compensate
by this Mortgage but by Lender to any successor in interest of Borrower shall not be released, in any manner,
10. Borrower Not Releasable. Extension of the time for payment or modification of the summa secured
by this Mortgage but by Lender to any successor in interest of Borrower shall not be released, in any manner,
such instruments.

9. Postponement of the date of the monthly installments referred to in paragraphs 1 and 2 herof or change the amount of
payments Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not exceed
such instruments.

Property or to the sums secured by this Mortgage,
Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the
and award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after such notice is
paid to Borrower, or if, after notice by Lender to Borrower that the condominium offer to make
it the Property is abandoned by Borrower, or if, after notice by Lender to the date of taking, with the balance of the proceeds
taken to the market value of the Property immediately prior to the date of taking, such
is agreed to pay the sum necessary to pay the amount due under this Note, Lender's fees, and
Borrower makes such action as Lender may reasonably require to issue the loan of this Mortgage, Lender's interest
in the Property and Borrower's obligation to pay the amount due under this Note, Lender's fees, and
Borrower, but not limited to, reasonable attorney's fees and in
expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, all reasonable
charges of any other covenants of agreement of Borrower contained in this Mortgage; (c) Borrower pays all reasonable
fees Mortgagor plays future Advances, if any, but no acceleration occurs; (b) Borrower cures all
prior to entry of a judgment enforeing this Mortgage; (ii) Borrower plays Lender all sums which would be then due under

87383224

87319502

87319502

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUN 11 PM 1:29

This instrument was prepared by:

87319502

David G. Gadbois.....
(Name)3300 South Harlem Avenue
Riverside (Address) Illinois 60546**MORTGAGE****\$16.00**

THIS MORTGAGE is made this..... 8th..... day of..... June..... 1987, between the Mortgagor, .. Melvin E. Niemi and Joan Niemi, his wife..... (herein "Borrower"), and the Mortgagee,..... RIVERSIDE SAVINGS, A Federal Savings and Loan Association....., a corporation organized and existing under the laws of.... the United States of America....., whose address is..... 3300 South Harlem Avenue - Riverside, Illinois 60546..... (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of One Hundred and Twenty Four Thousand and No/100 due..... Dollars, which indebtedness is evidenced by Borrower's note dated.... June 8, 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..... July 1, 2012.....;

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..... COOK....., State of Illinois:

LOT 105 (EXCEPT THE EAST 2 FEET THEREOF) IN ANDREW'S AND PIPER'S RESUBDIVISION OF PART OF BLOCKS 36 AND 37 OF ANDREW AND PIPER'S SECOND ADDITION TO BERWYN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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71 21 140W
JUN 10COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUL 13 AM 11:16

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Permanent Real Estate Tax No. 16-31-121-024-0000

July 9, 1987

This Mortgage Document is being Reacknowledged and Rerecorded for the purpose of adding Acknowledgement Certificate of Notary Public.

87319502

87383224

which has the address of... 7122 West Windsor Avenue....., Berwyn.....
 [Street]
 [City]
 Illinois 60402..... (herein "Property Address");
 [State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, 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.

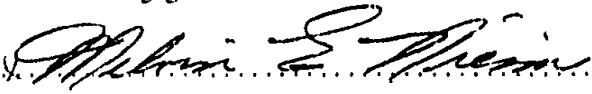
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the 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 evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 12,400.00

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.



—Borrower



—Borrower

STATE OF ILLINOIS, Cook County ss:

I, David G. Gadbois. , a Notary Public in and for said county and state, do hereby certify that Melvin E. Niemi and Joan Niemi, his wife. , personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9th day of July , 19 87
My Commission expires: April 26, 1990


Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR. 26, 1990
ISSUED THRU LL NOTARY ASSN.

(Space Below This Line Reserved For Lender and Recorder)

RECEIVED
RIVERSIDE SAVINGS & LOAN ASSN.
300 SOUTH HARLEM AVENUE
RIVERSIDE, ILLINOIS 60546

117888 / Box 155

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Ode

BAB 3713-7
ILLINOIS - I to 4 Family - 6/7 - FORM 1A LENDER'S UNIFORM INSTRUMENT

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Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage
 granted 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
 imposed in a schedule of exceptions to the title insurance policy issued by Lender in interest in the Property.

Together with all the improvements now or hereafter erected on the property, and all easements, rights,
 appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights, and water stock, and all
 fixtures now or hereafter attached to the property, all of which, including improvements 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".

which has the address of, 7122 West Madison Avenue
 (City)
 (State and Zip Code) (herein "Property Address").

This Mortgage Document is being Recorded and Registered for the purpose
 of adding Acknowledgment Certificate of Notary Public.

July 9, 1987

Permanent Real Estate Tax No. 16-31-121-024-0000

1987 JUL 13 AM 11:16 87383224

FILED FOR RECORD
COOK COUNTY, ILLINOIS

LOT 105 (EXCEPT THE EAST 2 FEET THEREOF) IN ANDREW'S AND PIPER'S
 RESUBDIVISION OF PART OF BLOCKS 36 AND 37 OF ANDREW AND PIPER'S SECOND
 ADDITION TO BREWAN IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF
 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 heretofore contained, and (b) the repayment
 of any future advances, with interest thereon, made to Lender pursuant to paragraph 21 hereof, hereinafter described property
 "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property:
 To Secure to Lender (a) the repayment of the indebtedness, if not sooner paid, due and payable on, July 1, 2012,
 interest, with the balance of the indebtedness, if not sooner paid, due and payable on, July 1, 2012,
 note dated, July 8, 1987, (herein "Note"), providing for monthly installments of principal and
 interest, \$100.00, Dollars, which indebtedness is evidenced by Borrower's
 and, NO/100ths, (herein "Borrower"), and the Mortgage is filed to Lender in the principal sum of, One, Hundred, Twenty-five, Fourteen Thousand and
 Two Hundred Dollars,

Whereas, Borrower is indebted to Lender in the principal sum of, One, Hundred, Twenty-five, Fourteen Thousand and
 Two Hundred Dollars, (herein "Lender"),
 \$100.00 South Harlem Avenue, Riverdale, Illinois, 60546, (herein "Riverdale").
 Riverdale is a village, and located, State of, American Association, a corporation organized and
 existing under the laws of, the United States, of, whose address is,
 1987, between the Mortgagee, Melvin E. Neff, and John Neff, his wife,
 day of, June, 1987,

\$16.00

MORTGAGE

Riverside Apartments, 3300 South Harlem Avenue
 3300 South Harlem Avenue, Riverdale, Illinois 60546

1987 JUN 11 PM 1:29
 FILED FOR RECORD
 COOK COUNTY, ILLINOIS

This instrument was prepared by:

87383224 87319502 87319502 87319502

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2023 RELEASE UNDER E.O. 14176, 21-4

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 Property is 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 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 date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender 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 taxes 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 provided in this Mortgage are distinct and cumulative 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 inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants 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 requested, 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 Mortgage shall be deemed to have been given to Borrower or Lender when 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 a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in 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 the 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 encumbrance 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 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 or 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 rate 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 failure 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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7. Protection of Lenders' Security. If Borrower fails to perform the covenants contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lenders' interests in the Property, or if the value of the security is impaired, Lenders may require Borrower to furnish such additional security as Lenders may reasonably require.

order is accented by Borrower and recorded together with this Mortgage, the coverings and agreements of which reader shall be incorporated into and shall amend and supplement the coverings and agreements of this Mortgage as if the reader

and thus can help to plan the priorities of any organization. Borrower shall develop a unit development program all of Borrower's obligations under the declaration of condominium of a planned unit development, Borrowsor shall develop a unit development program all of Borrower's obligations under the declaration of condominium of a planned unit development, and conduct unit developments, if a condominium unit or planned unit development

6. Preservation and Maintenance of Property: Landmarks, Governmental Plan and Development Unit, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of the Property and shall comply with the regulations of any laws in this Master Agreement as an obligation. If this Master Agreement is on a leasehold basis, the lessee shall be liable for the maintenance and repair of the Property.

or acquisition shall pass to Lender to the extent of the sum secured by this Mortgagor immediately prior to such sale or
in and to any insurance policies and in and to the Proceeds thereof resulting from damage to the Property prior to the sale
such insurallments. If under Paragraph 18 hereof the Property is required by Lender, all right, title and interest of Borrower
or acquisition shall pass to Lender to the extent of the amount insurance premiums received by Lender in the amount of

is authorized to collect and apply the insurance proceeds in Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unities Land under a Borrower who receives a gift or repayment of a debt from the Borrower, or who receives a gift or repayment of a debt from the Borrower's estate.

and Borrower shall promptly furnish to Lender all receivable notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and render. Lender may make proof of loss if not made promptly by Borrower.

Prohibited under paragraph 2 hereof or, if not paid in such manner, by the collector making payment, when due, directly to the treasurer of the state or territory to which he belongs.

The insurance carrier shall pay the amount of coverage required to pay the claims received by this Masterbagge such coverage exceeded the amount of coverage required to pay the claims received by the holder of the insurance in such manner that each insurance company will be liable for its own proportionate share of the total loss.

Borrower shall promptly pay all notices of amounts due under this paragraph, payable thereon, Borrower shall promptly pay all notices of amounts due under this paragraph, payable thereon, or under any other provision of this paragraph, by written notice given to Borrower at the address set forth above, or by certified mail, postage prepaid, to the address of the payee, or to such other address as Borrower shall furnish to the payee so long as Borrower shall agree in writing to the payment of the obligation secured by Borrower shall promptly discharge any debt held by the payee in accordance with the terms of this paragraph.

Principles of Any Future Advantages.
4. Charges which may be forced to pay all taxes, assessments and other charges, fines and impositions attributable to the People who have been compelled to make such payments by their own governments, when due, shall be liable to the Person or Persons making such payment.

3. Application of Partnership Law

Upon payment in full, or all sums received by this Mortgagee, Lender shall promptly refund to Borrower any Funds held by Lender, if under arrangement he recd a creditable deposit by Lender, any Funds held by Lender, any Funds held by Lender at the time of application as creditable deposit to the sum received by Lender.

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 Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower regarding payment thereof.

state agency (including Leender if Leender is such an institution). Leender shall apply the Funds to pay said taxes, assessments, insurancce premiums and ground rents. Leender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Leender pays Borrower interest on the Funds and applicable law permits Leender to make such a charge. Borrower and Leender may agree in writing at the time of execution of this

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

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

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RIVERSIDE SAVINGS & LOAN ASSN
3300 SOUTH HARLEM AVENUE
CHICAGO, ILLINOIS 60654

7 3 3 4 4 4

(Seal)

Borrower

By signing this, Borrower agrees to all of the above.
The terms and provisions of the Adjustable Rate Note and Rider which are set forth in this Mortgage provide for increasing the principal sum of the loan stated in the adjustable mortgage by adding to said indebtedness the amounts set forth in paragraph A above. However, the total indebtedness secured by this mortgage, shall be no more than and did exceed the market value of the real estate secured hereby, whichever is less.

D. TOTAL INDENTURE SECURED BY THIS MORTGAGE

to receiveable provided in paragraph 17.

If there is a transfer of the property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or recovery of) the limit on the amount of any one interest rate option if there is a limit, or (3) a change in the base index figure, or all of these, as a condition of Lender's making the advance.

E. TRANSFER OF THE PROPERTY

in a direct payment to Borrower.

If transferred to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by reducing the charge to the permitted limit and thereby sums already collected from Borrower which exceeded permitted limits will be reduced permitted limits. If this is the case, item (A) any such loan charge shall be reduced by the amount necessary to reduce the loan balance so that the total charge offered or to be collected in connection with the loan would not exceed the maximum loan charges and

F. LOAN CHARGES

On the last day of a five (5) year period after each anniversary of the date the first principal and interest payment is due and payable on the last day of each and every successive five year period thereafter the unpaid loan balance is due and payable annually as on the date the first principal and interest payment is due and

lessor monthly payment is required by the drawment of the index stated above.
10% per annum then, in due event, the terms of this mortgage may provide for a lesser monthly payment provided and drawn the amount which would be required for the full amortization of the unpaid balance of this mortgage in an interest rate plus the unpaid portion of the required monthly payment. The adjusted monthly payment shall not be less than the higher unpaid portion of seven and one half percent and the Lender shall defer and add to the principal amount of this loan the difference between and monthly payment which amounts to the previous monthly principal and interest payment plus one half percent increase stated above, when added below the Borrower shall pay to the Lender only interest payment paid to the Lender in the preceding twelve month period. If higher adjusted monthly payments exceed the higher adjusted monthly payment, which exceed a seven and one half percent increase in the monthly principal and interest payments in the interest rate on any change line may require higher adjusted monthly principal and interest payments and

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 8th day of June, 1987, 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 Note to Riverside Savings a Federal Savings and Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 7122 West Windsor Avenue
Berwyn, Illinois 60402

Property Address

Modifications. 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 has an "Initial Interest Rate" of 9.5 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on July 1, 1988 and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
(Check one box to indicate Index.)

(1)

(2) 7th District Cost of Funds Index for the monthly moving average of three months published by the Federal Home Loan Bank of Chicago.

To set the new interest rate, before each interest Change Date, the Note Holder will first add 3.00 percentage points (3.00 %) to the Current Index. The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest until the next interest Change Date. After the 1st Change Date, the new rate of interest will not be increased or decreased by more than 2.00 percentage points from the previous interest rate and provided further that at no time during the term of the Note shall the interest rate be decreased more than .00 percentage points below the Initial Interest Rate.

If the interest rate changes, the amount of Borrower's monthly payments will also change. Decreases in the interest rate will result in lower payments and increases in the interest rate will result in higher payments. However, your payment change will have a "Cap" or limit of _____ % per rate change increase. As a result of this "Cap" the rate change increases might exceed the payment change "Cap" causing increases in the principal loan amount through "negative amortization". If this is the case, then each month that the amount of the monthly payment is less than the interest portion, the Note Holder will subtract the amount of the interest portion and will add the difference to the unpaid principal balance. The Note Holder will also add interest on the amount of this difference to the unpaid principal balance each month. The rate of interest added to principal will be the rate of interest as changed from time to time by provisions of the Note described above.

Notwithstanding anything herein to the contrary, the maximum interest rate changes shall not increase more than 6.00 percentage points, nor decrease more than .00 percentage points from the initial rate over the life of the loan.

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