887

# UNOFFICIAL COPY 514

88402416

- (Space Above This Line For Recording Data) -

L-100021

#### **MORTGAGE**

| THIS MOR GAGE ("Security Instrument") is given on September 1, 1988  19 The mortg for is Milan Urosevic and Ljubica Urosevic, his wife |
|--|
| THIS IVOC GACK IN INCREMENT ASSETTION TO THE WIFE  |
| 19 The mortgrepris   |
| "Borrower"). This Security Instrument is given to  |
| IRVING FEDERAL SOUNGS AND LOAN ASSOCIATION, which is organized and existing  |
| under the laws of .UNITIES OF AMERICA, and whose address is  |
| 3515 West Irving Park F 231 — Chicago, IL, 60618 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND & 00/100   |
| Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND & OUT TO  |
| Dollars (U.S. SLUL, QUU, AUD). This debt is evidenced by Borrower's note   |
| dated the same date as this Security instrument ("Note"), which provides for monthly payments, with the full debt, if not              |
| paid earlier, due and payable on   |
| secures to Lender: (a) the repayment of it's debt evidenced by the Note, with interest, and all renewals, extensions and               |
| modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this            |
| Security Instrument; and (c) the performanc of florrower's covenants and agreements under this Security Instrument and                 |
| Security instrument; and (c) the performance of florrower's covenants and agreements under this security instrument                    |
| the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property                 |
| located inCookCounty, Illinois:  |
| 3331   |

\*\*LOT 30 AND THE WEST 1/2 OF LOT 31 TH BLOCK 1 IN CICERO AVENUE TERRACE, A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.\*\*

88402416

PERMANENT TAX NUMBER(S): 10-33-219-045 VOL. 128

DEPT-01 PECUPDING \$18.25 T\$2222 TREA 508 09/02/88 10:38:00 \$9637 \$ B \$ -28-402416 COOK COUNTY RECORDER

770 W. BUNDEE ROAD WILLINGTON HTM., IL 6000

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.

18,05

Form 3014 12/83 44713 SAF SYSTEMS AND FORMS CHICAGO, IL

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

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonand (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further 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; unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

but not limited to, reasonable attorneys' fees and costs 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

Instrument without charge to Borrower. Borrower shall pay any recordation costs. the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the receiver's fores, premiums on receiver's easy property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

zionilli i va e 2 (1800) neto TE/E/I : erick protesim n stw Tiest instrument was prepared by the Hidson is in T ŶŎĔĔŀŎŔŔĽŊŚĘŔĽ (78 My Commission Expires: Witness my hand and official seal this 88 a eque 4 des FIRST (µc' sµc' tµch) executed said instrument for the purposes and uses therein set forth. tree and voluntary act and deed and that 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, ..... bersonally appeared The under the trosection and to hereby certify that hitzan Utosection and to said county and state, do hereby certify that COUNTY OF STATE OF TITIOUS TOO OF (las2)..... ([sə2])..... BY SIGNING BELOW, Br. (rower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. A Other(s) [specify] 1-4 Family Rider & Addendum to Adj. Rate Rider Planned Unit Development Rider Graduated Payrnent Rider X Adjustable Ante Rider Tebia muinimobno 🔲 2-4 Family Rider Instrument. [Check arplicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security (n. rument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 23, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

Borrower and Lender covenant and agree as follows Uniform Covenants

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.

Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the F nos held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit again, the sums secured by this Security Instrument.

3. Application of 12, ments. Unless applicable law provides otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable ur.der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Becower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ower payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrow'r makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lie, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation sicule' by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender aid shrill include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower thall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrowe...

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

occurred. However, this right to reinst raphs 13 or 17.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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.

paid to Borrower. before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately 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 unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the sum of the sum

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

Unless, en let and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums savured by this Security Instrument, whether or not then due.

modification of amonization of the sums secured by this Security Instrument granted by Lender to any successor in postpone the due are of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

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

by the original Borrower or Borro wer's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify, mortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower's sall 10t operate to release the liability of the original Borrower or Borrower's successors in interest.

of paragraph 17. Borrower's covenante and a greements shall be joint and several. Any Borrower who co-signs this Security 11. Successors and Assigns to ind; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and or nefit the successors and assigns of Lender and Borrower, subject to the provisions shall not be a waiver of or preclude the exercise of any right or remedy.

that Borrower's consent. Instrument but does not execute the Mcte: (4) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 15. terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; Int. (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Mote without anotify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Mote without

under the Mote or by making a direct payment to Borrower. If a reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may choor e to make this refund by reducing the principal owed 12. Loan Charges. If the loan secured by this 'security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that in interest or other loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, tinen: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and b) say such salready collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and b) say sums already collected from Borrower which exceeded necessary to reduce the charge to the permitted limit; and b) say sums already collected from Borrower which exceeded

permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of partial prepayment without any prepayment charge under the No.e.

13. Legislation Affecting Lender's Rights. If enactment in 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 may require immediate payment in full of all sums secured by this secured payment in full of all sums secured by this secured payment in full of all sums secured by this secured payment in full of all sums secured by this secured by the secured by this secured by this secured by the secured by this secured by the secured by th

first class mail to Lender's address stated herein or any other address Lender designates by rotice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lan let when given as provided Property Address or any other address Borrower designates by notice to Lender. Any natice to Lender shall be given by 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the paragraph IV. I4. Notices.

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

in this paragraph.

Note are defined 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 interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in it is sold or transferred and Borrower is not a natural interest in it is sold or transferred for the property or any articles and Borrower is not a natural interest in full of all sums

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 permitty Instrument. If Borrower well all sums secured by remedies permity Instrument well all sums secured by remedies permit by this Security Instrument with Instrument with Instrument with the paying further notice or demand on Borrower.

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

Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's enforcement of this Security institutes the Reinstate. If Borrower meets certain conditions, Borrower shall have the right to heinstate. If Borrower meets certain conditions, Borrower shall have the right to the Security Distrument discounting the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower:

(a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements: (c) nave all expenses incurred in enforcing this occurred; (b) cures any default of any other covenants or agreements: (c) nave all expenses incurred in enforcing this

# UNOEFAGIAIDE ORY

| •      | THIS 1-4 FAMILY     | RIDER is made    | thislstday        | of Septembe         | <u>r</u>          |                   | 88 .     |
|--------|---------------------|------------------|-------------------|---------------------|-------------------|-------------------|----------|
|        | s incorporated into |                  |                   |                     |                   |                   |          |
| (the   | Security Instrumer  | it") of the same | date given by the | he undersigned (the | e "Borrower") to  | secure Borrower's | Note to  |
|        | IRVING FEDERA       | L SAVINGS AL     | D LOAN ASSO       | CIATION·····        |                   | (the "            | Lender") |
| of the | same date and co    | overing the prop | erty described in | the Security Instr  | ument and located | at:               |          |
|        |                     |                  | -                 |                     |                   |                   |          |

4841 W. Lunt Avenue Lincolnwood IL 60646 .....

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:
- 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. SUBOR IN 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 100 HT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEFUES. 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 leases 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. Borrow a unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. 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 beneat 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 rrats received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums see red by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) e ch tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to me tenant.

Borrower has not executed any prior assignment of the rente 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 so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other light or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

| BY SIGNING BELOW, Borrower : | Milan Urosevic (Seal) |    |
|------------------------------|-----------------------|----|
|                              | Ljubica Urosevic      | L) |
|                              | 88402416. (Seal       | L) |

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#### **ADJUSTABLE RATE RIDER**

| THIS ADJUSTABLE RATE RIDER is made this                  | day ofSeptember   |  |  |  |  |  |
|--|---|--|--|--|--|--|
| THIS ADJUSTABLE RATE RIDER is made this                  |   |  |  |  |  |  |
| Deed of Trust or Security Deed (the Security Instrumen   |   |  |  |  |  |  |
| signediche "Bekan ea" ingerale Boan ag soediytiodie      | Hate Note (the "Note") to<br>(the "Lender") of the same |  |  |  |  |  |
| date and covering the property described in the Security | y Instrument and located at:                            |  |  |  |  |  |
| 4841 W. Lunt Avenue Lincolnwood IL 6064                  | 16  |  |  |  |  |  |
| (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 RATE AND MONTHLY PAYMENT CHANGES

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

#### (A) Change Dates

The interest rate I will pay may curring on the first day of October 1, 19 89, and on that day every 12th month the caffer. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my ir terest rate will be based on an Index. The "Index" is the Quarterly Period National Average Cost of Funds to FSLIC – Insured Institutions as made available by the Federal Home Loan Bank of Chicago, illinois. The most recent 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 choose a new index which is based upon comparable information. The Note Holder will give ment title of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-FOURTHS percentage points (2.750 %) 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 round of amount will by my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Da'e in full on the maturity 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 8,875 % or less than 4,875 %. 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 twelve months. My interest rate will never be greater than 13,500 %.

#### (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 montly 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.

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#### 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 (of 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 of 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 is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower, in writing.

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

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Milan Urosevic (Seal)

Jubica Urosevic (Seal)
Borrower

THIS ADDENDUM TO ADJUSTABLE RATE RIDER OR GRADUATED PAYMENT RIDER is made this lst day of September. 19 88 and is incorporated into and shall be deemed to smend and supplement the Adjustable Rate Rider or Graduated Payment Rider (the "Rider") to the Hortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note or Graduated Payment Note, with Addendum to Adjustable Ente/Graduated Payment Note, to INVINC FETTERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

-4841-W.-Lunt-Avenue-Lincolnwood-Thippip 60646 ar ---

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Leuder further covenant and agree as follows: A. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1. Option to Convert to Fixed Rate
1 have a Conversion Option which I can exercise unless I am in default or this Section A1 or Section A3 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate 1 am required to pay by the Note from an

my option to convert the interest rate 1 am required to pay by the Note f adjustable rate to a fixed rate.

The conversions can only take place on the third, fourth or fifth Change Date. Change Date which my interest rate can convert from an adjustable rate to a fixed the convert from a fixed the convert fro Change Date ... which my interest rate can convert from an adjustable rate to a fixed rate also is call on "Conversion Date." I can convert my interest rate only on one of these three Conversion Dates.

three Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the next Conversion Date; (b) on the Conversion Date. I am not in default under the love or the Security Instrument; (c) by the Conversion Date. I must pay the Note Holder a conversion fee equal to one percent (1,000,1) of the unpaid principal I am expected to owe on that Conversion Date plus U.S. \$ 150.00 (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

documents the Note Holder recaires to effect the conversion.

2. Calculation of Fixed Rece

My new, fixed interest rate will be equal to the F.H.L.M.C. - Federal

Home Loan Mortgage Corporation.

's required net yield for 30-year, fixed rate mortgages covered by 31-day mandatory delivery commitments in effect as of the date 30 days before the Conversion Date, plus five-eights of one percent (0.625 %). If this cauired net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.

3. Reduction of Principal Balance Belove Conversion; Appraisal If the unpaid principal I am expected to owe on the Conversion Date will be greater than the original principal amount of my lean, the Note Holder may require an appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

The unpaid principal I am expected to owe of the Conversion Date could be an amount greater than 95% of the appraisal report's stated value of the property securing my loan. If so, I cannot exercise the Conversion Option uniess I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount qual to 95% of the stated value of the property.

of the property.

Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Pote Holder will determine the If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repair the unpaid principal I am expected to ove on the Conversion Date in full on the matrify date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first wonthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date. B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower exercises the Conversion Option under the Note as state in Section A of this Addendum to Adjustable Reference Payment Bider the amount to Uniform

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustable Rate/Graduated Payment Rider, the americant to Uniform Covenant 17 of the Security Instrument contained in the Rider shrill case to be in Security Instrument contained in the Rider Burge Council ons of Uniform Covenant 17 of the Security Instrument shall Covenant 17 effect, and the provisions of

effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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.

| BY SIGNING BELOW, Borrow in the Addendum To Adjustable | ver accepts and a<br>Rate/Graduated | grees to the term<br>Payment Rider | a and covenan | ts contained     |
|--|-------------------------------------|------------------------------------|---------------|------------------|
| Milan Prosevic   | (Ses1)                              | Liubica Uros                       | 2//2000       | <u>uC</u> (Seal) |
| Milan Drosevic   | (Seal)                              | Jadorea Orose                      |               | (Seel)           |

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