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LOAN NO. 011829320

MORTGAGE

NOVEMBER 29, 1988 THIS MOP GAGE ("Security Instrument") is given on NOVEMBER 2 RONALD SCHULTZ AND LINDA L SCHULTZ, HIS WIFE . The mortgagor is ("Borrower"). This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower wes Lender the pricipal sum of TWO HUNDRED THOUSAND AND NO /100—

(U.S. 200,000.00 This debt is evidence This debt is evidenced by Borrower's note dated the same date as this Security (U.S. Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 1, 2018 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all rene wels, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to prote 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 hereby mortgage, grant and convey to Lender the following described property located in County, Illinois:

PARCEL 1:

LOT 37 (EXCEPT THAT PART OF LOT 37 CESCRIBED AS FOLLOWS: REGINNING AT THE SJUTH EAST CURNER OF LUT 37; THEN E SJUTH 63 DEGREES, 57 MINUTES. 29 SECONDS WEST A DISTANCE OF 3.0 MEET: THENCE NORTH 26 DEGREES, 02 MINUTES, 31 SECONDS WEST A DISTANCE OF 57.54 FEET; THENCE SOUTH 28 DEGREES, 41 MINUTES, 48 SECONDS EAST 7 TISTANCE OF 67.57 FEET TO THE POINT OF HEGINNING) IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8. TOWNSHIP 36 NORTH, PANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLING! £8551771

PARCEL 2:

THAT PART OF LOT 36 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF LOT 37; THENCE NORTH 63, DEGREES, 57 MINUTES, 29 SECONDS...EACT A DISTANCE OF 3.0 FEET; THENCE SOUTH 26 DEGREES, C2 MINUTES, 31 SECONDS EAST A DISTANCE OF 67.54 FEET; THENCE NORTH 28 DEGREES, 41 MINUTES, 49 SECONDS WEST A DISTANCE OF 67.58 FEET TO TOTO POINT OF SEGINNING, IN CRYSTAL TREE BEING A SUBDIVISION OF PART JF THE EAST 1/2 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS OVER PRIVATE ROADWAY AS SHOWN ON PLAT OF CRYSTAL TREE AFORESAID AND AS CREATED BY THE DEEDS DATED JUNE 8, 1988 AND RECORDED JUNE 15, 1988 AS DOCUMENT NUMBERS 88259456 AND 88261099.

10531 MISTY HILL RD ORLAND PARK IL 60462

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.

MOFFICIAL COPY IX FOUNTD 011829320

CHICAGO' II' 60635 VA HTRON W 0078 ST PAUL FEDERAL BANK FOR SAVINGS MICHAEL J. O'COMNOR This instrument prepared by:

Tabi H ain B aldersuib A

Wy commission expires: Given under my hand and official seal, thus of the signed and delivered the said instrument as their free and voluntary set, for the uses and purposes therein subscribed to the foregoing instrument, appeared before methis day in person, and acknowledged that \overline{z} he \overline{Y} personally known to me to be the same person(s) whose name(s) are ACINIA bas STAUROS GLANOR STIUHOS 1 a Notary Public in and for said county and state, ss siuno y instrument and in any ridency) executed by Borrower and recorded with it. BY SIGNING BELOV, Borrower accepts and agrees to the terms and covenants contained in this Security AGOTHER [4] IOAN RIDER **ADDENDOM** 24 Family Rider Graduated Payment Rider Planned Unit Development Ridet

supplement in covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [check applicable box(es)] this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and

Condominium Rider

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security receiver's bonds and reasonable attorneys's fees, and then to the sums secured by this Security Instrument. costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

to, reasonable attorneys' fees and costs of title evidence. 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 date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach

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

ALHAV MYA VIIVI TO 80 IZ limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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DIM # 5%-08-401-0001

Proberty of Cook County Clerk's Office

10531 MISTY HILL RO ONLAND PARK IL 60462

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

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with

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NON-UNIFORM COVENAMES. Eorrower and be definfurther governatured agree as follows:

19. Acceleration; Remedies Lander shall give notice to boor over 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) 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 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 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 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, 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 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's 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 without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders 1. this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, 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 if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate River Condominium Rider 2-4 Family Rider
Graduated Paymen P der Planned Unit Development Rider Stother(s) [specify] LOAN FIDER ADDENDUM
BY SIGNING BELOW, Borrower 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.
0 10 1.00
RONALD SCHULTZ Borrower
I I I Schutt
LINDA L SCHULTZ Bonsage
A .
State of Illinois, County ss:
1 the Undersigned a Notary Public in and for said county and state.
do hereby certify that RONALD SCHULTZ and LINDA L SCHULTZ , A . 5 w . Fe
, 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, for acknowledged thatt_he y
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 29th day of Nov. 19
My commission expires: CV 1227 17 19 19
My Commission Expires 6/1.
Notary Public

This instrument prepared by:

Box 204 B

MICHAEL J. O'CONNOR

ST PAUL FEDERAL BANK FOR SAVINGS

6700 W NORTH AV CHICAGO, IL 60635

011829320 SCHULTZ RONALD HBK

UNOFFICIAL COPY |

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 Borrovar.

If the Property is abandoned by borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or tettle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given. Lender is runhorized 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 Lender 2 id 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 Relaxed; 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 amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Bor ower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclade the exercise of any right or remedy.

 11. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this
- Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agree areasts 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 cerms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) a grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 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 the inte est or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) an such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sur s already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of poplicable 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 steps sp cified in the second paragraph of

paragraph 17.

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 Property Address or any other address Borrower designates by notice to Lender. Any notice to I ender 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 law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

Note are declared to be severable.

th can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the 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 tis sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) [7] 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 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 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.

UNIFORM COVENAME. Bottower and Lender covenant and agree as follows:

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 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 principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. t. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall promptly pay when due the

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrower items, unless an agreement is made or 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 permits remains agreement is made or applicable law accounted to the funds. state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or current data and reasonable estimates of future escrow items.

If the arrount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the secured by this Security Instrument.

due dates of 0.2 recrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's op ior, 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 necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment, it tun, of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any. Funds held by Lender, at the fact than immediately refund to a secure of the Property is sold or acquired by Lender shall apply, no later than immediately refus to the store the security for the property is sold or acquired by Lender, bedder say by a suder than immediately refuse to the Property of its security by Lender, bedder say by ander at the time of

application as a credit against the sums secured by this Security Instrument. immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

3. Application of Payment. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to amounts payable under paragraph 2; second, to interest due; and last, to

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person owed pay ment. Borrower shall promptly furnish to Lender all notices of amounts 4. Chargest Liens. Borrower shall gaves, assessments, charges, fines and impositions attributable to the Property which may attain priority ever this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in he cannet provided in paragraph 2, or if not paid in that manner, Borrower shall principal due.

part of the Property is subject to a lien which may attain priodity over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of take or more of the actions set forth above within 10 lien an agreement satisfactory to Lender subordinating the lien' o this Security instrument. If Lender determines that any Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in, legal proceedings which in the Lender; (b) contests in good faith the lien by, or defends against enforcement of he 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 operate to prevent this enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the property or the property of the prop receipts evidencing the payments.

days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insurance 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 amount 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 insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be the insurance carrier providing the insurance shall be the insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall be the insurance carrier providing the insurance carrier provided the insurance carrier provided the control of the insurance carrier provided the control of the insurance carrier provided the control of the cont

all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall sive prompt notice to the insurance 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 it clude a standard mortgage clause. unreasonably withheld.

of the Property damaged, if the restoration or repair is economically feasible and Lender's sor rity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the in ut ince proceeds shall be Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be a miled to restoration or repair e Property damaged if the restoration or repear is grounded from the contraction or repear is grounded in the restoration or repear in the restoration or restoration or repear in the restoration or repear in the restoration or restora carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-da (per,od will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore 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 that the Visurance eartier has

resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by postpone the due date of the monthly payments referred to in paragraphs I 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 the paragraph 19 the Property is acquired by Lender, and proceeds the paragraph 19 the Property of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property; Mortgage insurance. If Borrower fails to perform the coverants and fee title shall not merge unless Lender agrees to the merger in writing. Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold

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

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

insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. requesting pay ine mer gape in ura see as a condition of militing he had served by this Security Instrument.

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UNOFFICIAL COPY LOAN RIDER

LOAN NO. 011829320 DATE NOVEMBER 29, 1988

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

10531 MISTY HILL ROAD ORLAND PARK, IL 60462

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

RONALD SCHULTZ

Borrower

LINDA L. SCHULTZ

Borrower

UNOFFICIAL COPY ADJUSTABLE RATE LOAN RIDER

(11th District Cost of Funds Index-Rate Caps)

LOAN NO. 011828320

DATE

NOVEMBER 29, 1988

THIS ADJUSTABLE RATE RIDER is made 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 ST. PAUL FEDERAL BANK FOR SAVINGS 6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10531 MISTY HILL ROAD ORLAND PARK, IL 60462

(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

The Note provides for an initial interest rate of 9.625 in the interest rate and the monthly payments, as follows:

%. The Note provides for changes

1 98 9

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will bey nay change on the first day of DECEMBER 1, X1988 and on that day every TWELVE month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

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 Date 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 11.625 % or less than 7.625 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000 %) 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 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 questions I may have regarding the notice.

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 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 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 n'av invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Somewer accepts and agrees to the terms and covenants contained in this Adjustable Rate Ox Coof Rider.

(Seal) -Borrower

(Seal) -Borrower

LINDA L. SCHULTZ

Clart's Orrica

(Fixed Rate Conversion and Assumption Options)

LOAN NO. 011829320 DATE NOVEMBER 29, 1988

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider(the "Rider") to the Mortgage, 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 with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS, (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

> 10531 MISTY HILL ROAD ORLAND ARK, IL 60462

> > (Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further convenant 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 Cornert to Fixed Rate

I have a Conversion Option which I can exercise at any time unless I am in default or this Section A1 or Section A3 octow will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion will be offeralive on the first day of any month when a payment is due provided I have given the notice set forth polow. The date on which the conversion will be effective is called the "Conversion Date".

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 Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date, I must pay the Note Holder a conversion fee equal to

TWO PERCENT (2.000%) of the unnaid principal I am expected to owe on that Conversion Date plus U.S. ; (d) by the Conversion Date, if an \$250.00 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 necestary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder may require to effect the conversion.

2. Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal Hom? Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day nandatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus *(SEE BELOW)*

. At no time shall the interest rate at conversion be

per annum. If this required net yield is not evallable, the Note Holder will 13.500% determine my interest rate by using a comparable figure.

3. Reduction of Principal Balance Before Conversion; Appraisal

If the unpaid principal I am expected to owe on the Conversion Date will be given than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for an appraisal report.

If the unpaid principal I am expected to owe on the Conversion Date is an amount greater than 80% of the appraisal report's stated value of the property securing my loan, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 80% of the stated value of the property.

4. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full by the final payment 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 monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the final payment date.

ADD APPROPRIATE PERCENTAGE BASED ON LOAN BALANCE AT TIME OF CONVERSION

.375% for loan balance to \$168,700.00 ADD

.625% from \$168,701.00 to \$250,000.00 .875% from \$250.001.00 and above

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B. ASSUMPTION OPTION

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 consert 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 acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or malled 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 remedies 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 Addendum To Adjustable Rate Loan Ridar

RONALD SCHULTZ

____(Seal) -Borrower

LINDA L. SCHULTZ

(Seal) -Borrower

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