01-42544-62 UNOFFICIAL COPYS

88105959

RICHARD J. JAHNS 5133 W FULLERTON AVE (Address)
CHICAGO, ILL 60639

This instrument was prepared by:

MORTGAGE

THIS MORTGAGE is made this	18TH	day of FEBRU	ARY
THIS MORTGAGE is made this. 19 BB., between the Mortgagor, ANDRZEJ	BIL, A BACHE	LOR AND ZOFIA BIL,	A SPINSTER.
CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIA	(herein "Borro	wer"), and the Mortgagee,	ration organized and
existing under the laws of THE UNITED. 5200 West Fullerton — Chicago, Illinois 6063	STATES OF AME	RICA, whose address is(herein "L	
WHEREAS Borrower is indebted to Lenc	ler in the principal su	m of	NDRED.FORTY.

note dated, FEBAUARY, 18, 1988... (herein "Note"), providing for monthly installments of principal and interest, with the halance of the indebtedness, if not sooner paid, due and payable on . . APRIL . 01 2018 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 do s is eeby mortgage, grant and convey to Lender the following described property

LOT 11 AND LOT 10 (EXCEPT THE EAST 1/2 THEREOF) IN BLOCK 3 IN AUSTIN GARDENS, A SUBDIVISION OF THE EAST 20 ACRES OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRL PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 13-20-307-010-0000

TRAN 1111 03/14/88 13:32:00 #3616 # 5> ×--88--105959 COOK COUNTY RECORDER

(Street) .ILLINDIS. .60634. (herein "Propertý 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, 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.

.409

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RETURN TO BOX 403

no acceleration had occurred.

This Line Reserved For Lender and Recorder)	
Dilidum Metah	" OFFICIAL SEAL " SID DECHTER HOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/28/91
91 7	My Commission expires:
	Given under my hand and official seal,
	set forth.
their and verminery act, for the uses and purposes therein	sa insmunishi bias and benvered the said instrument as
cared before me this (a) in person, and acknowledged that the M.	subscribed to the foregoing instrument, appear
ину known to me to be the same person(s) whose name(s) Фле	betzons
	do hereby certify that ANDRZEU, BILL.
Shorts and state, a Notary Public in and for said county and state,	51777777777
County ss:	STATE OF ILLINOIS.
ANDRZEJ ATL —Borrower	Charts
ecordation, it any. reby waives all right of homestead exemption in the Property. Lium sode by this reference te mode a provisione In Whitch by this reference te mode a part fier executed this Mortgage.	to Bottower. Bottower shall pay all costs of re 23. Waiver of formestead. Bottower her filts in This are specificled in the filts of to ched the filts of to ched the filts of to ched the filts of the
recrited by this Mortgage, Lender shall release this Mortgage without charge.	entitled to enter upon, take possession of and past due. All tents collected by Lender or the Property and collection of rents, including, but attorney's fees, and then to the sums secured those rents actually received. 21. Future Advances. Upon request of make Future Advances to Borrower. Such Future Advances to Borrower. Such Future Advances to Borrower. Such Future Advances of Dorrower. Such Future Advances of Dorrower. Such finst sa indebtedness secured by this Mortgage, not indebtedness secured by this Mortgage. not indebtedness secured by this Mortgage.

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 is 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 is hereof or abandonment of the Property, and at any time prior to the expiration

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 Mole and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all becaches of any other covenants or agreements of Borrower contained in this Mortgage and in expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender is remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and 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 in 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 payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if

UNOFFICIAL COPYS 9

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from

time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account. or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made of applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of these, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurface premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to porrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall and 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 requisting payment thereof.

Upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If under parap ash 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sunts secured by this Mortgage.

3. Application of Payments. In iss applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof Mai be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest proble on the Note, then to the principal of the Note, and then to interest and

principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all-taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Let der all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has profit y over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such tien in a manner acceptable to Lender, or shall in good with contest such lien by, or defend enforcement of such lien in. legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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

such coverage exceed that amount of coverage required to pay the sun's fecured by this Mortgage.

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. and Borrower shall promptly furnish to Lender all renewal notices and all receipts of raid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make prompt not foss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender with 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal 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. It under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

acquisition.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property. including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

and costs of documentary evidence, abstracts and title reports.
19. Bortower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, Acceleration; Remedies, Except as provided in paragraph 17 hereot, upon Borrower's breach of any coverant of agreement of Borrower's Irisaforhigage, including the coverants 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 50 days from the date the notice is mailed to Borrower, hy 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 hall 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 accured by this Mortgage to on or before the date specified in the notice, Lender at Lender's foreclose this Mortgage by judicial proceeding. Lender shall immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to, reasonable attorney's fees-18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or

Мом-Uniforki Covenants. Borrower and Lender further covenant and agree as follows:

Lender may, without further notice or demand on Borrower invoke any remedies permitted by paragraph 18 hereof.

19 deder may, without further notice or demand on Borrower invoke any remedies permitted by paragraph 18 hereof. 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 expiration of such period. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with

obligations under this Mortgage and the Note.

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 Bor over a successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Fortower from all this Mortgage, (b) the creation of a purchase money security interest for household appliantes. (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any lossehold. According to prince of this Mortgage to be may containing an option of law upon the death of Lender may, at Lender's option, deciste all the sums secured on this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the ale or transfer. Lender and the Property is to be sold or transferred reach agreement in writing that the credit of such tests and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such tale as Lender and the property is to be sold or transferred reach agreement in writing that the credit of such tale as Lender as a such tale as Lender and the property is the interest of the payable of the payabl by Borrower without Lender's prior written consent, excluding (a) the creation of a fiel, or encumbrance subordinate to 17. Aransier of the Property: Assumption. It all or any part of the Property or an if terest therein is sold of transferred

end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the note and of this Mortgage at the time of execution or after recordation hereof. to any more or centeer shall be given by certified man, retion receipt requested, to Lender's address salted netten or to use other address as Lender may designate by notice to Borrowe, as provided herein. Any notice provided for in this Morrgages shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Morrgages foverning Law: Severability. This form or mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to experitute a uniform security instrument covering real property. This Morrgage shall be governed by the limited in which the Property is located. In the event that any provision or clause of this Morrgage or the Note conditiers with applicable law, such condities shall not affect other provisions of this Morrgage or the Note which can be given effect without the conflicting provision, and to this other provisions of the Morrgage and the Note which can be severable.

14. Notice. Except for any notice required under upplicable law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by main, gestignate by notice to Lender as provided herein, and the Property Address or at such other address as Borrowe; mry designate by notice to Lender as provided herein, and the many notice to Lender saddress stated herein or to but notice to Lender shall be given by certified mail, retorn recepipt requested, to Lender's address stated herein or to such other and lender as the property Address as Lender to Designate by notice to Lender and the property and t

interpret or define the provisions hereof.

containe I shall bind, and the rights hereunder shall haite to pective successors and assigns of Lender and Borrower, subject to the provisious of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and feadings of the paragraphs of this klortgage are for convenience only and are not to be used to

12. Remedies Cumulative. All ren edie, provided in this Mortgage are distinct and cumulative to any other right or remothy 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

right to accelerate the maturity of the in debtedness secured by this Mortgage.

proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums separated to comment or otherwise modify amortization of the sums secured by this Mortgage by reast not any sold made by the original Borrower and Borrower's successors in interest.

11. Forbeatance by Lender 40s a Waiver. Any forbeatance by Lender in exercising any right or temedy hereunder, or otherwise afforded by applicable u.w. shall not be a waiver of or preclude the exercise of any such right or temedy. The procurement of insurance or the privious of taxes or other liens or charges by Lender shall not be a waiver of Lender's lender of a specifically to accelerate the maturity of the in telm direct secured by the Morteses.

10. Borrower 4vt 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. Lender shall not operate to release, in any manner, the liability of the original Barrower's successors in interest. Lender shall not be required to commence

(รวบอเมนูต)รนา นอกร

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the date of the monthly installments referred to in paragraphs. I and 2 hereof or change the amount of Property or to the sums secured by this Mortgage,

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

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds In 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 otherwise agree in writing, there shall be applied to the sums secured by this Mortgage immediately prior to the date of as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of as is equal to the palance of the palance of the proceeds

and shall be paid to Lender,

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any assigned.

that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's 8. Inspection, Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided

permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take date of disbursement at the rate payable from time to time on outstanding principal under the Mote unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Bortower secured by this Mortgage. Unless Bortower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Bortower requesting payment thereof, and shall bear interest from the amounts shall be payable upon notice from Lender to Bortower requesting payment thereof, and shall bear interest from the same of payable unless naturally the same of payable unless naturely the same of payable upon notice from the same of payable upon the same of payable upon the same of payable upon notice from the same of payable upon the same of pa

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

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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. IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .19TH. day of FEBRUARY, 19.88., and is incorporated into and shall
be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instru-
ment'') of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
CRAGIN FEDERAL SAYINGS AND LOAN ASSOCIATION
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and
located at 6031 W. EDDY, CHICAGO, ILLINOIS 60634
Property Address
A 111

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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) Tontract Interest Lat:, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the F. Geral Home Loan Bank Board.

(2) X SEVENTH DISTRIC' COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

If the interest rate changes, the amount of Borrow r's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payment. Decreases in the interest rate will result in lower payments. B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums 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 Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

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 removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

. (Seal) -Borrower .. (Seal) -Borrower

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LOAN # 01-42544-62

ASSUMPTION RIDER TO MORTGAGE

DATED THE 18TH DAY OF FEBRUARY, 1988 BETWEEN LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION AND BORROWER,

ANDRZEJ BIL, A BACHELOR AND ZOFIA BIL, A SPINSTER

Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, only upon the express conditions as are hereinafter set forth.

- 1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.
- 2. The Lender may in its sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.
- 3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and

mortgage will remain in full force and effect

IN WITNESS WHEREOF Borrower has executed this Rider the 18TH day of FERRUARY , 198 .

BORROWER'

AMMRZEJ BIL

BODDOWED

ZOFIA BIL

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