

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 JUN 24 AM 11:14

38277435

88277435

(Space Above This Line For Recording Data)

Loan # 060795-2

## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on June 21st  
1988. The mortgagor is  
**MANHARLAL DEVCHAND GAJJAR and MINAXI MANHARLAL GAJJAR, HIS WIFE**  
("Borrower"). This Security Instrument is given to **HOUSEHOLD BANK fsb, A FEDERAL SAVINGS BANK**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108**  
("Lender").  
Borrower owes Lender the principal sum of **One hundred twenty-three thousand and NO/100 - -**

Dollars (U.S. \$ 123,000.00)

). 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 **July 1st, 2018**. This Security Instrument secures to Lender: (a) the repayment of the 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 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 **SCHAUMBURG, COOK**  
**LOT 36 IN NOTIS ESTATES SUBDIVISION OF PARCEL OF THE SOUTH EAST 1/4 OF THE**  
**SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD**  
**PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

County, Illinois:

88277435

PIN # 07-28-303-002-0000

which has the address of

**1079 SOUTH SALEM DRIVE**  
(Street)

**SCHAUMBURG**  
(City)

Illinois

**60193**  
(Zip Code)

("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.

**UNOFFICIAL COPY**

RECORD AND RETURN TO:  
HOUSEHOLD BANK 13B, A FEDERAL SAVINGS BANK  
255 EAST LAKE STREET  
BLOOMINGTON, ILLINOIS 60108

BLOOMINGTON, ILLINOIS 60108

1

BLOOMINGTON, ILLINOIS 61709

80

1

HOUSEHOLD BANK fSB, A FEDERAL SAVINGS BANK

RECORD AND RETURN TO:

201

This Document Prepared By:  
My Commission Expires: 10/1/96

06

Given under my hand and affixed seal, this  
21st day of June, 1988.

designed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein

I, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the foregoing instrument was executed by him/her in his/her presence.

do hereby certify that  
MANHARAL DEVCHAND GJATRA and MINAXI MANHARAL GJATRA, HIS WIFE,

, a Notary Public in and for said county and state,

THE UNDERSIGNED

STATE OF ILLINOIS,

Book

MANHARAL DEVCHAND GAJJAR (Seal) -Borrower  
MANHARAL DEVCHAND GAJJAR (Seal) -Borrower  
MINAXI MANHARAL GAJJAR, HIS WIFE -Borrower (Seal)  
Borrower (Seal)

BY SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

22. WHETHER OR NOT OWNER: Borrower will provide written notice to Lender of nonresidential exemption in the property;  
 23. SECURITY INTEREST: Lender has the right to repossess or otherwise exercise its rights under this instrument if one or more of the following events occurs:  
 i. Supplemental Security Instruments and Agreements of this Security Instrument as if the rider(s) were a part of this Agreement.  
 ii. Adjustable Rate Rider  
 iii. Condominium Rider  
 iv. 2-4 Family Rider  
 v. Graduated Payment Rider  
 vi. Planned Unit Development Rider  
 vii. Other(s) [Specify]

**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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property received (or those past due). Any rents collected by Lender or the receiver shall be applied first to payment of management costs of maintenance of the property and collection of rents, including costs of reasonable attorney'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.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a failure to cure the default on or before the date the notice is given to Borrower, by which date the default must be cured; (d) that failure to cure the default on or before the date the notice is given to Borrower, may result in acceleration and (e) that failure to cure the default on or before the date the notice is given to Borrower, may result in the sums secured by this security instrument, foreclosed by judicial proceeding and sale of the property. The notice shall further advise that (a) less than 30 days from the date the notice is given to Borrower, by which date the default must be cured, Lender shall file a suit to accelerate, not less than 30 days from the date the notice is given to Borrower, by which date the default must be cured, to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including but not limited to reasonable attorney's fees and costs of the litigation.

**NON-UNIFORM GOVERNANTS** Borrower and Lender further covenant and agree as follows:

# UNOFFICIAL COPY

20277435

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

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**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 agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with 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 interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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 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 applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified 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 Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal 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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants 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.

88277435

# UNOFFICIAL COPY

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Lien or Note. Unless Borrower and Lender this paragraph 7 shall become additional debt of Borrower secured by this instrument.

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

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

Instrument, appearing in court, paying reasonable attorney fees and entering on the Property to make repairs. Although

in the instrument, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the instrument, then Lender may do a proceeding in bankruptcy, probate, for condemnation or to enforce Lender's rights in the instrument or to make repairs. All but

covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property: Mortgage Lien.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee hold and change the Property to determine of the instrument is on a leasedold,

6. Preservation and Abatement of Property: Leaseholds. Borrower shall not destroy, damage or substandardly

instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the amount due of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment.

Under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

from damage to the extent of the amount paid by Lender to any insurance agent of the payee. If

when the notice is given,

the property to pay sums secured by this Security instrument, whether or not then due. The day period will begin

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore

Borrower abandons the instrument, whether or not then due, with any excess paid to Borrower. If

applied to the sums secured by this Security instrument, lessened, the insurance proceeds shall be

restoration of repair is not economic feasible or Lender's security would be lessened, the lessened. If the

of the property damaged, if the restoration of repair is economic feasible and Lender's security is not lessened, if the

unless Lender and Lender may make proof of loss in writing, insurance promptly by Borrower shall promptly give to the insurance

all receipts of paid premiums and renewals shall be acceptable to Lender and renewals, if Lender receives a standard mortgage clause.

All insurance policies and renewals shall be accepted by Lender and shall include to the extent of loss, Borrower shall promptly give to Lender

insurance coverage. This insurance shall be maintained in the amount and for the periods that Lender requires. The

insured against loss by fire, hazards included within the term "extreme coverage", and any other hazards for which Lender

notice of giving of notice.

5. Hazard Insurance. Borrower shall keep the same, if Lender requires, to the holder of the instrument set forth above within 10 days

notice idemnify the instrument, Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall furnish to Lender notices of amounts

pay them on time directly to the person who made the payment. Borrower shall furnish to Lender notices of amounts

Borrower shall pay these bills, over this instrument, and leasehold payments from the holder of the instrument, if any.

Property which may attain price, over this instrument, assessment, charges, fines and impositions attributable to the

Note; third, to amounts payable by Lender under the Note; second, to prepayment charges due under the

paragraphs 1 and 2 shall be applied; first, to late charges due under the Note; all payments received by Lender under the

application of credits; gainst the sums secured by this Security instrument.

Upon payment in full of all sums secured by this instrument, Lender shall promptly refund to Borrower any

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

Borrower is not sufficient to pay the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be

ar Borrows option, either promptly or credited to Borrower on monthly payments of Funds. If the

If the amount of the Funds held by Lender, together with the funds held by Lender to the purpose prior to

Funds was made. The Funds held by Lender is additional security for the sums secured by this Security instrument.

The Funds shall be held by Lender, together with the funds held by Lender to the purpose prior to

an annual account of the Funds showing credits and debits to the Funds and debits to the Funds when due, Borrows shall

shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge,

that interest shall be paid on the Funds, unless an agreement is made or applicable law requires interest to be paid, Lender

reporting service shall not be a charge for the preexisting service in writing

by Lender in connection with the preexisting service. Borrower and Lender shall agree in writing

Lender may not charge for holding the Funds, analysis using the Funds to pay the escrow items, unless

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 by a federal

basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

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 charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by 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

mortgage payments or rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly

leasehold payments which may attain priority over this Security instrument or to make such a charge.

A charge assessed by Lender on the Funds and applicable law permits Lender to receive such a charge.

Lender may not charge for holding the Funds, analysis using the Funds to pay the escrow items, unless

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 by a federal

basis of current data and reasonable estimates of future escrow items.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

2. Funds for Taxes and Insurance. Subiect to applicable law or to a written waiver by Lender, Borrower shall pay when due

the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

1

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

Loan # 060795-2

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this . . . 21st . . . day of . . . June . . . 19 . . . 88 . . . 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 . . . HOUSEHOLD BANK, fsb, A FEDERAL SAVINGS BANK . . . (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1079 SOUTH SALEM DRIVE, SCHAUMBURG, ILLINOIS 60193

(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 ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM ADJUSTABLE RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

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

### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of . . . 7.250% . The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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

##### (A) Change Dates

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

##### (B) The Index

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

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 me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding . . . Two and three quarters 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 rounded amount will be 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 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 . . . 9.250% or less than . . . 5.250%. 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 12 months. My interest rate will never be greater than . . . 13.250%, which is called the "Maximum Rate."

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

### B. FIXED INTEREST RATE OPTION

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

### 5. FIXED INTEREST RATE CONVERSION OPTION

##### (A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; and (iii) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

88277435

# **UNOFFICIAL COPY**

MINAXI MANAHALA GAJAR, HIS WIFE - BORROWER  
MILANISAI (MANAHALA GAJAR) (Seal) (Signature)

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the extension of credit by Lender under this Note.

Transfer of the Property or a Beneficial Interest or any part of the Property or any 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 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 regarding Lender's right to receive payment under this instrument, and (b) Lender receives a new loan application from Borrower which is not made in connection with the original loan application.

1. Utilize Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider. Under Rider 17 of the Security Instrument is amended to read as follows:

C TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

(C) 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 on the maturity 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 maturity date.