

88281403

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**ADJUSTABLE RATE MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on JUNE 24,  
1988. The mortgagor is ARMANDO VALENZUELA AND ROSA VALENZUELA, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
4192 S. ARCHER AVENUE CHICAGO, ILLINOIS 60632  
("Lender").

Borrower owes Lender the principal sum of

FIFTY SEVEN THOUSAND TWO HUNDRED DOLLARS & NO CENTS

Dollars (U.S. \$ 57,200.00). 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 1, 2013. 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 COOK

County, Illinois:

LOT 29 IN STEWARD'S SUBDIVISION OF THE NORTH 1/4  
OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH  
WEST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
(EXCEPT THE SOUTH 125 FEET OF THE NORTH 165 FEET  
OF THE EAST 100 FEET OF THE WEST 153 FEET OF SAID  
TRACT) IN COOK COUNTY, ILLINOIS.

PIN 19-23-100-029

AV R.V.

which has the address of 3936 W 63RD PL (Street) CHICAGO (City)

Illinois 60629 (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 seized 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.



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

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

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 current data and reasonable estimates of future escrow items.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the 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 in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

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

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss 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, if the restoration or repair is economically sensible and Lender's security is not lessened. If the restoration or repair is not economically sensible or Lender's security would be lessened, the insurance proceeds shall be 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 insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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

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

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

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

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18. Borrower's Right to Remonstrate. 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 instrument or (b) entry of a judgment decreeing this Security Instrument and the Note had no acceleration; (c) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration (d) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (e) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (f) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (g) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (h) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (i) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (j) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (k) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (l) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (m) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (n) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (o) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (p) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (q) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (r) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (s) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (t) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (u) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (v) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (w) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (x) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (y) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration; (z) payment in full of any sums which then would be due under this Security Instrument and the Note had no acceleration.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to a third party, 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.

Note conflicts with applicable law, such conflict shall not affect other provisions of this Note which can be given effect throughout the conferring provision. To the end the provisions of this Note and instrument or the Note are declared to be severable.

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 is held invalid or unenforceable, it will not affect the validity of the other provisions.

13. **Legislative Action Against Lennder's Rights.** All encroachment or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable to its terms. Lennder, at its option, may require immediate payment in full of all sums secured by this Security Instrument and invoke any remedy permitted by paragraph 19. If Lennder exercises this option, Lennder shall take such steps as specified in the second paragraph of Note A to collect the same.

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 limits, (b) sums already collected from Borrower which exceed permitted limits will be refunded to Borrower, (c) any such loan charge to be made under the Note or by making a direct payment to Borrower, (d) a reduction of the principal will be treated as a partial repayment without any prepayment charge under the Note.

11. Successors and Assignees; Joint and Several Liability; Confidentiality; Covenants Not to Compete  
This Security Interest shall bind any heirs, devisees, joint and several successors and assigns of Lender and Borrower, subject to the provisions of Section 17. Borrower's successors and assigns shall be jointly and severally liable for all obligations under this Security Interest.

by the original; Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of business given, Lender is authorized to collect all sums due under this Security Instrument, whether or not then due.

before the talking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the summa secured by this Security instrument, whether or not taken due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the Security instrument shall be reduced by the amount of the proceeds otherwise received in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

9. **Congdon's application**. The proceeds of any award or claim for damages, direct or consequential, in consequence of any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby

**B. Inspection.** Lenore or his agent may make reasonable entries upon and inspections of the premises in accordance with law, and Lenore will permit him to inspect the same at any time during business hours.

If I understand correctly, the premium is measured as a condition of making the loan secured by this Security Instrument.

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ADJUSTABLE RATE RIDER  
(National Cost of Funds Index Rate Rider)

THIS ADJUSTABLE RATE RIDER is made this 24TH 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 Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3936 W 63RD PL

CHICAGO  
(Property Address)

IL 60629

**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 8.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### **4. INTEREST RATE AND MONTHLY PAYMENT CHARGES**

##### **(A) Change Dates**

The interest rate I will pay may change on the first day of JULY 1 , 19 91 , and on that day every 12th 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 national monthly median cost of funds for FSLIC insured Savings Institutions, as made available by the Federal Home Loan 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 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 ONE HALF percentage points ( 2.50 %) 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 that I am required to pay at the first Change Date will not be greater than 10.500 % or less than 8.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.500 %, or less than 8.500 %.

##### **(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 question I may have regarding the notice.

#### **B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (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.

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ARM PLAN NO. \_\_\_\_\_

ADJUSTABLE RATE RIDER  
LD 87/237

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Mail to:

Joanne Adlesick  
10350 S. Pulaski  
Chicago, ILL.  
60453

58 71

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$16.25  
T42228 TRIN 8143 06/27/88 11:36:00  
#9437 # 28 28 1403  
COOK COUNTY RECORDER

88281403

ROSA VALENZUELA \_\_\_\_\_  
\_\_\_\_\_  
ARMANDO VALENZUELA \_\_\_\_\_  
\_\_\_\_\_  
(Seal) (Seal)

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

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. Lender 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 may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

If Lender provides 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, Lender may invoke any remedies permitted 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.