

This mortgage to re-record for correction made on ARM Rider.

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LOAN # 1-766501-91

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on the 13TH day of JUNE 19 88. The mortgagor is PETER M. SANTORO AND MARY K. SANTORO, HIS WIFE S. ("Borrower"). This Security Instrument is given to

GMAC MORTGAGE CORPORATION OF PA, which is organized and existing under the laws of PENNSYLVANIA, and whose address is 8360 OLD YORK ROAD, ELKINS PARK, PA 19117-1590 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND NINE HUNDRED AND 00/100 ***** Dollars (U.S. \$ 102,900.00). 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 01, 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 COOK County, Illinois:

LOT 51 IN SHAGBARK HILLS SUBDIVISION OF THE EAST 657.08 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NO. 27-14-109-042, VOLUME 146

-88-309987

THIS INSTRUMENT WAS PREPARED BY; SUE JANACHOWSKI FOR GMAC MORTGAGE CORPORATION 5540 WEST 111TH STREET OAK LAWN, ILLINOIS 60453

DEPT-01 RECORDING \$18.25 TR1111 TRAN 5817 04/14/88 09:50:00 #457 # A *-88-257550 COOK COUNTY RECORDER

88309987

DEPT-01 \$18.25 TR1444 TRAN 1892 07/14/88 11:14:00 #472 # D *-88-309987 COOK COUNTY RECORDER

which has the address of 15438 ORLAN BROOK DRIVE ORLAND PARK Illinois 60464 ("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.

\$18.00 MAIL

[Signature]

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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 agents 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 damage, 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 condempnor 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 any term 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 to extend time for payment or otherwise modify, authorization 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 prejudice the exercise of any right or remedy.

11. Successors and Assigns: 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 or 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 respect 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 limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may, in its discretion, reduce 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 this paragraph.

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 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. Note are declared to be severable.

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 Reinstatement. 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 reinstatement shall not apply in the case of acceleration under paragraphs 13 or 17.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenants and agrees as follows:

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 date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] **ADDENDUM TO RIDER**

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

Peter J. Santoro (Seal)
-Borrower
PETER J. SANTORO

Mary K. Santoro (Seal)
-Borrower
MARY K. SANTORO, HIS WIFE

Tracy Kramer
Witness

Maureen Yudel
Witness

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS.

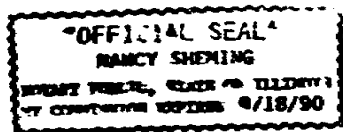
County of: _____

On this, the 13TH day of JUNE, before me, the subscriber, the undersigned personally appeared PETER J. SANTORO AND MARY K. SANTORO, HIS WIFE known to me (or satisfactorily proven) to be the person(s) whose name are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires: _____

Nancy Fleming
Branch Manager
TITLE OF OFFICER



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ADJUSTABLE RATE RIDER / 5 5 1

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this JUNE 13 1988 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

the Security Instrument and located at 15438 ORLAN BROOK DRIVE ORLAND PARK IL 60464 (the "Lender") of the same date and covering the property described in

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 7.250%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date: The interest rate I will pay may change on the first day of JULY 1989 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 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." INITIAL INDEX IS 7.590. 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 875/1000 (2.875%) 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 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, to fall 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 twelve months. My interest rate will never be greater than 13.500% 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 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

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 transfer 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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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. "See Addendum to Adjustable Rate Rider (Fixed Rate Conversion Option) attached hereto and made a part hereof."

PETER K. SANTORO (Seal) Borrower
MARY K. SANTORO, HIS WIFE (Seal) Borrower
Witness: *[Signature]*
Witness: *[Signature]*

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ADDENDUM TO ADJUSTABLE RATE RIDER

Fixed Rate Conversion Option

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 13TH day of JUNE, 1988, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, with Addendum to Adjustable Rate Note, to GMAC MORTGAGE CORPORATION OF PA (the "Lender"), and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at

15438 ORLAN BROOK DRIVE, ORLAND PARK, ILLINOIS 60464

Property Address

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

The "Conversion Option" is my option to convert the interest rate I am required to pay under the terms of the Note and Security Instrument from an adjustable interest rate to a fixed interest rate. I may exercise this option if I meet all the conditions explained in Sections 1 through 4 below.

1. Option to Convert to Fixed Rate

I may request to convert my interest rate from an adjustable interest rate to a fixed interest rate ONLY during the period beginning on the day the thirteenth monthly payment is due under the terms of the Note and ending on the day the sixteenth monthly payment is due under the terms of the Note. This period is called the "Conversion period". The conversion will be effective beginning on the first day of the second month following the month in which the Note Holder approves my request to convert the Note to a fixed interest rate (the "Conversion Date").

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must send written notice to the Note Holder requesting to convert my interest rate and the date the Note Holder receives my request is the "Notice Date"; (b) on the Notice Date, I must not be in default under the terms of the Note or the Security Instrument and there must not have been any 30-day delinquencies not more than one 15-day delinquency in any monthly payment I am required to make under the terms of the Note during the twelve months immediately preceding the Notice Date; (c) on the Notice Date and on the Conversion Date, I must intend to occupy the mortgaged property as my primary residence; (d) by the Conversion Date, if an updated credit review is required by section 2 below, I must have paid any credit review fees and the updated credit review must meet the Note Holder's credit standards; (e) I must cooperate with the Note Holder to allow an appraiser access to the property to verify that the Loan-to-Value Ratio ("LTV") meets the requirements of Section 3 below; (f) by the Conversion Date, I must pay the Note Holder a \$250 processing fee; and (g) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion within the time frame (if specified) and (h) I must meet the requirements of the third-party investor chosen by the Note Holder such as, but not limited to, the Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), and Residential Funding Corporation ("RFC").

2. Conditions Requiring New Credit Review

If the interest rate on the Note after the Conversion Date will be more than two percentage points (2.00%) higher than the initial interest rate on the Note, or if I were approved for a reduced Documentation program, then I must supply to the Note Holder information necessary to complete an updated credit review. I will be responsible for the payment of all customary expenses incurred by the Note Holder in the preparation of the updated credit review. I may not be allowed to convert my Note to a fixed interest rate if I do not meet the Note Holder's credit standards.

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Signature

Signature

Signature MARY K. SANTORO, HIS WIFE

Signature PETER M. SANTORO

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

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.

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.

If I exercise this option, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

By new fixed interest rate will be equal to the Federal National Mortgage Association's (FNMA) published required net yield as of the date and time of day specified by the Note holder for 30-year delivery of one-eighth of one percentage point (.125%) plus five-eighths of one percentage point (.625%) for loan balances less than \$16,700 or Residential Funding Corporation's ("RFC") required net yield as of the date and time of day specified by the Note holder for 30-year, fixed interest rate mortgages covered by 60-day mandatory delivery commitments rounded to the nearest one-eighth of one percentage point (.125%), plus five-eighths of one percentage point (.625%) for loan balances greater than \$16,700. If FNMA or RFC no longer makes this net yield available, the Note holder will determine my interest rate by using a comparable net yield. My interest rate upon conversion may exceed my current interest rate by more than 2.00%. I will be required to make interest payments at the new fixed interest rate. My new monthly payment will be calculated to repay fully the unpaid principal balance of the loan, with interest at the new fixed interest rate on the same date on which I would have paid off my adjustable rate mortgage loan. Your new interest rate calculated under this section can never exceed the life cap, the Maximum Rate stated in Section 4D of the Note.

4. Calculation of Fixed Rate and Monthly Payment

The Note holder may, at its own option and prior to approval of the conversion, require a new appraisal to verify that the property value has not declined and that the new LTV (hereinafter the "New LTV") has not correspondingly increased. I may not be allowed to convert the Note to a fixed interest rate if the New LTV exceeds the LTV that was calculated when the Note was originated. The LTV at origination was determined by dividing the original loan amount by the lesser of the appraised value or the sales price of the property which is the security for the Note. The New LTV is the percentage calculated by dividing the unpaid principal balance of the Note on the Notice Date by the new appraised value of the property which will be determined as of a date between the Notice Date and the Conversion Date selected by the Note holder. The Note holder may rely on the new appraisal when computing the New LTV.

3. Appraisal

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