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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 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 confirmed 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.

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Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower  
seured 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.

of the sums received by this Security instrument immediately prior to the acquisition of the property, allowing the Property to be used for the payment of the principal amount of the Note.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the capital 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 12 the property is acquired by Lender, Borrower's right to any insurance poli-

Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument.

lessened, if the restoration of property is not economically feasible or if under a security award be lessened; the insurer agrees to pay all expenses paid to recover or defend the insured against suit or proceeding for damages arising out of the loss or damage to property or personal injury to persons caused by the insured.

82. As to damage to fixtures or personal property and loss of income, lessor may make proof of loss if not made promptly by Borrower.

**3. Hazard insurance:** homeowners can keep the majority of their hazards insurance premiums from increasing if they make certain improvements to their property.

Instrumental leadership may affect a loan which may attain priority over this security instrument, lender may have the right above mentioned to draw upon it notwithstanding the lien on

borrows from plaintiff's argument that the payment of the principal sum secures the debt, and which has priority over this security, it is submitted unless both parties

Borrower shall pay them on time and in full all amounts so due under this Agreement, and Borrower shall promptly furnish to Lender all notices of amounts so due under this Agreement. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender prompt receipts evidencing the payments.

**4. Charges: Tiers.** Both owners shall pay all taxes, assessments, charges, fines and impositions attributable due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any sum paid by Lender if under pre-arrangement to do so.

means of funds. If the amount of the funds held by Lender is not sufficient to pay the excess items when paid, Lender shall pay to Lender any amount necessary to make up the deficiency in one or more payments required by Lender.

If the amount of the sums secured by this Security Instrument  
pledged as additional security for the sums secured by this Security Instrument

a charge, Borrower and Lender may agree in writing that interest shall be paid on the funds, unless otherwise provided by law.

federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the expenses Lender may not charge for holding and applying the Funds, and Lender shall apply the Funds and applicable law permits Lender to make other payments, unless Lender pays Borrower interest on the Funds and applies law permits Lender to make such payments.

instruments; (b) yearly leases held by lessees and rents on the property; (c) yearly hazard instruments; and (d) yearly mortgage insurance premiums, if any. These items are called "annual premiums" and "annual leasehold payments or ground rents" of which there are instances of which are insured by the funds shall be held in an institution the deposits or accounts of which are insured by the funds due on the basis of current data and reasonable estimates of future escrow items.

**2. Funds for Taxes and Insurance.** Subsidiaries to applylicable 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) early taxes and assessments which may attain priority over this Securi-

**INFORM GOVERNANTS** 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 made under the Note.



NON UNIFORM COVENANT. Borrower and Lender further covenant and agree 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, no 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 recording 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 riders were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Addendum to Adjustable Rate Rider       Planned Unit Development Rider  
 Graduated Payment Rider        
 Other(s) [specify]

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.

*James N. Eligator*

JAMES N. ELIGATOR

(Seal)  
Borrower

*Colette Congill Eligator*

COLETTE CONGILL ELIGATOR

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[Space Below This Line For Acknowledgment]

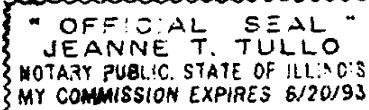
STATE OF ILLINOIS, *Cook* County ss:

I, *the undersigned*, a Notary Public in and for said county and state, do hereby certify that *JAMES N. ELIGATOR AND COLETTE C. ELIGATOR MARRIED TO EACH OTHER*

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 *THEY* signed and delivered the said instrument as *THEIR* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *10/17/93* day of *Oct*, 19*93*. My Commission expires: *6/20/93*.

*Jeanne T. Tullo*  
Notary Public



DEPT-61 RECORDING \$16.25  
T#4444 TRAN 0367 09/26/89 15 00:00  
#5760 # D \*-89-455280  
COOK COUNTY RECORDER

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Form 6050 (Rev.

MULTISTATE ADJUSTABLE RATE RIDER - 5 YEAR ARM - Single Family - Fixed Rate Mortgage Instrument Form 31317-7/88

in it is sold or transferred (or if a beneficiary interest in Borrower is sold or any part of the property of any trustee or beneficiary of the property of Borrower is sold or transferred) to any person other than Lender, 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

Digitized by srujanika@gmail.com

R. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

The notice 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.

### Note on Changes

any new interest rate will become effective on each change date until the change date you pay the amount of my new monthly payment changes again.

#### **SUMMARY AND CONCLUSION (2)**

The interest rate I am required to pay at the first Change Date will not be greater than 11.500 % or less than 7.500 %. 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 60 months. My interest rate will never be greater than 11.500 %.

The note holder will then determine the amount of the incoming payment that would be sufficient to repay the unpaid principal that I am expected to owe at the change date as of the maturity date at my new interest rate.

result of this addition to the nearest one-eighth of one percent per day (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.

Because each change adds one noise holder, the noise holder tree of  $2^{n-1}$  elements has  $\lceil \log_2(n) \rceil$  noise holders.

Begaining 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 5 years, 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." The INDEX VALUE FOR THIS LOAN IS 7.8108 ~~7.8108~~ **7.8108**

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

(C) Calculation of Changes

The interest rate I will pay may change on the first day of SEPTEMBER 1994, and on the day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date".

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:

ISSAIPSY STUDIOS

16808 SIONITE 'CONCERN' DENIS NOSTRUM ITEM 0261

(the “Tender Date”) of the same date and convenience the properties described in the securities instrument and located at

— THIS ADVICE IS FREE, WATER RATHER IS MADE THIS DAY, DAY OF AUGUST, 1968.

(S Year Treasury Index - Rate %)

ADJUSTABLE RATE RIDER

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prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender 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.**

*James N. Fligator* ..... (Seal)  
JAMES N. FLIGATOR - Borrower

COLETTE CONGILL ELIGATOR (Seal)  
-Borrower

.....(Seal)  
—Borrower

.....(Seal)  
COLETTE CONGILL ELIGATOR  
—Borrower

.....(Seal)

.....(Seal)  
= Borrower

.....(Star)  
— Borrower

.....(Seal)  
WITNESS

—Porter