

# UNOFFICIAL COPY

39572561

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.

LOC 39572561

# UNOFFICIAL COPY

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument unless Borrower and Lender agree otherwise, upon notice from Lender to Borrower that such amounts shall be payable in full at the rate of interest specified in this instrument.

7. Protection of Lender's Rights in the Property: If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect the value of the property, Lender has the right to take action to protect his/her interest in the property.

6. **Possession and Maintenance of Property and Assets**: Borrower shall not destroy, damage or substantially change the Property, either the Property or its assets, without the prior written consent of Lender.

London Lord Mayor and Corporation of London, by application of proceeds to prisons, shall not exceed £10,000. London Lord Mayor and Corporation of London, by application of proceeds to prisons, shall not exceed £10,000.

All participants' postures and movements shall be acceptable to Leader and shall include a standard mortgage clause as follows:  
If Leader finds it necessary to void his position and release all rights, he shall give prompt notice to the insurance agent and his/her agent may make payment by Board of Directors.

5. **Hazardous Materials.** Bottorff or other shall keep the In-Proc elements from existing or becoming located on the Project site until such time as the In-Proc elements have been removed or disposed of in accordance with the requirements of the applicable laws and regulations.

Borrower shall promptly advise Lender in writing of any change in his marital status or other circumstances which may affect his ability to repay the debt or which may affect his creditworthiness. Borrower shall furnish Lender with copies of all documents, records, reports, financial statements, and other information concerning his financial condition and business operations which Lender may request from time to time.

3. Applications for payments. Unless applicable in law, providers otherwise, all payments received by the contractor under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note, second, to repayment of charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interests due, and last, to principal due.

Upon payment in full of all sums secured by this security instrument, Lender shall promptly return to Borrower any Funds held by Lender, if under Paragraph 19 the Property is sold or acquired by Lender, any Funds held by Lender at the time of sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Security Instrument.

If the amount of 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 accrued to Borrower or credited to Borrower on monthly payments of funds. If the accrue's option, either promptly repaid to Borrower or credited to Borrower for the escrow items when due, the excess shall be accrued to Lender in one of more payments as required by Lender.

The Funds shall be held in an institution the depositors or accountants of which are measured or guaranteed by a federal or state agency (including Lender) in which an interest is such an institution). Lender shall apply the Funds to pay the escrow items, unless otherwise provided by law.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and insurance.

**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.

**UNIFORM COVENANTS.** Bottowyer and Leender covenant and agree as follows:

# UNOFFICIAL COPY

69572561

89572561

DEPT-01 RECORDING \$16.25  
TM4444 TRAN 1667 11/30/89 15:59:00  
#3527 # ID \* 89-572561  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

163316049

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOV. 17,  
19 89. The mortgagor is ANDRZEJ OLECHOWSKI AND STANISLAWA OLECHOWSKI HIS WIFE  
ANDRZEJ /AO. 1 ("Borrower"). This Security Instrument is given to  
ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION , which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA , and whose address is  
25 EAST CAMPBELL STREET, ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND TWO HUNDRED AND 00/100  
Dollars (U.S. \$ 101,200.00). 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 DEC. 1, 2019 . 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 9 IN DICKINSON PARK SUBDIVISION OF THE WEST 830 FEET (EXCEPT THE SOUTH  
175 FEET THEREOF) OF THE EAST 3/4 OF LOT 12 IN SCHOOL TRUSTEE'S SUBDIVISION  
OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER 13-16-426-008-0000

89572561

which has the address of 4027 NORTH LECLAIRE AVENUE  
[Street]

CHICAGO  
[City]

Illinois 60641 ("Property Address");  
[Zip Code]

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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT 89572561

Form 3014 12/83

Form 1878

To Reorder Call  
Great Lakes Business Forms, Inc.  
Nationally 1-800-253-0208 • In Michigan 1-800-358-2343

# UNOFFICIAL COPY

**OFFICIAL SEAL**

Jeffrey L. Picklin

Notary Public, State of Illinois

My Commission Expires Mar. 11, 1992

(Address)

(Name)

ARLINGTON HEIGHTS, ILLINOIS

ROSALIND B. O'DONNELL, V.P. - ENDING

This instrument was prepared by:

My Commission expires:

Given under my hand and official seal, this

day of November

1994

set forth.

 signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **They**

 , personally known to me to be the same person(s) whose name(s) **ARE**

 do hereby certify that **ANDREW J. OLECHOWSKI AND STANISLAWA OLECHOWSKI, HIS WIFE**
**SO**, a Notary Public in and for said county and state,

**I, THE UNDERSIGNED**

STATE OF ILLINOIS.

County is:

 Borrower  
.....  
(Seal)

 ARLINGTOM HEIGHTS FEDERAL  
SAVINGS AND LOAN ASSOCIATION  
23 EAST CHAMBERS STREET  
ARLINGTOM HEIGHTS, ILLINOIS 60003  
ATTN: ROSEMARY MCGOWAN, TEL: 708/225-60003  
ASST. VICE PRESIDENT


instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

 Other(s) [Specify]

 Graduate Degree Rider

 Planned Unit Development Rider

 condominium Rider

 2-4 Family Rider

 Adjustable Rate Rider

 Other [Specify]

 Prepaid Premium Rider

 Prepaid Premium Rider

instrument that covenants and agreements of this Security instrument as if the rider(s) were a part of this Security and supplemental instruments of such nature shall be incorporated into and shall amend and this Security instrument, the covenants and agreements of such nature shall be incorporated into and shall amend and this Security instrument. If one or more riders are executed by Borrower and recorded together with

22. Waiver of Homeestead. Borrower waives all right of homestead excepted in the Property.

Instruments without charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

receiver's bonds and reasonable attorney fees, and then to the sum secured by this Security instrument.

costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on

the property including those past due. Any rents collected by the receiver shall be paid first to payment of the

appoinment receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of

prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

this Security instrument without further demand and may foreclose this Security instrument in full or all sums secured by

before the date specified in the notice. Lender at its option and may require immediate payment if the default is not cured on or

existence of a default or any other default of Borrower to accelerate and foreclose. If the default is not cured on or

information Borrower of the right to remit after acceleration and sale of the property. The notice shall further

secured by this Security instrument, foreclosure proceedings shall commence in the notice shall further

and (d) that failure to cure the default or before the notice is specified in the notice may result in acceleration of the sums

and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the

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).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

NON-LIENFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17

unless applicable law provides otherwise).

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

non-performance of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 1

# UNOFFICIAL COPY

8 9 5 7 2 5 6

163316049

## ADJUSTABLE RATE RIDER

(Cost of Funds Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 17<sup>th</sup> day of NOV. 19 89 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  
**ARLINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4027 NORTH LECLAIRE AVENUE, CHICAGO, IL 60641

[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 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 9.375 %. 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 JAN. 19 93 and on that day every 12<sup>th</sup> month thereafter. Each date on which my adjustable 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 monthly weighted average cost of savings borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the 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 that is based upon comparable information. The Note Holder will give me notice of his choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 75/100 percentage points (2.75 %) 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 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 11.375 % or less than 8.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than 2.000 percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.000 %, 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 that 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(s) specified by the Note Holder during the period beginning on the FIRST Change Date and ending on the THIRD Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

MULTISTATE CONVERTIBLE ADJUSTABLE RATE RIDER—Single Family—Cost of Funds Index—Fannie Mae Uniform Instrument Form 3124.1/89  
Form 4730 (8902)

