

# UNOFFICIAL COPY

15506/887176

2082  
JF/BW  
DEPT-01

\$15.00

T#4444 TRAN 4910 01/19/89 13:23:00  
#7096 # D \*--89-030406  
PARK COUNTY RECORDER

89030406

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 12 1989** The mortgagor is **MOHAMMED ZAHEER SARDAR AND SAMIA SARDAR, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **SUBURBAN FEDERAL SAVINGS AND LOAN ASSOCIATION** **89030406** which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **154TH AND BROADWAY HARVEY, ILLINOIS 60426** ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED AND NO/100**

Dollars (U.S.) **115,600.00**). 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 **FEBRUARY 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:  
**LOTS 40 AND 41 IN BLOCK 4 IN OLIVER SALINGER AND COMPANY'S OAKTON STREET SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 47 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

89030406

10-28-100-031-0000  
10-28-100-032-0000

which has the address of **7930 LUNA**

[Street]

**MORTON GROVE**

[City]

**Illinois**  
**60053**  
(Zip Code)

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT**

VMP-6F(IL)18801

VMP MORTGAGE FORMS • 1013-293-8100 • 1-800-521-7291

*\$15.00*  
Form 3014 12/83  
Amended 6/87

# UNOFFICIAL COPY

SUBURBAN FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
154TH AND BROADWAY  
HARVEY, ILLINOIS 60426

RECORD AND RETURN TO:

PREPARED BY: ROBERT L. HOLZER IL 60515

NY Commission expires:

Maurice A. Erdman

Given under my hand and official seal, this

12 day of January

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

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

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

do hereby certify that **MOHAMMED ZAHIER SARDAAR, HUSBAND AND WIFE**  
, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS.

COOK

County ss:

(Space Below This Line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

MOHAMMED ZAHIER SARDAAR

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

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

Other(s) (specify)

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Instrument [Check applicable box(es)]

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

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

Instrument without charge to Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower shall collect all attorney's fees, and then to the sum secured by this Security instrument.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

20. Lender in Possession, upon acceleration under paragraph 19 or abandonment of the Property and at any time before the date specified in the notice, Lender shall be entitled to redeem the instrument following judgment of the Property, and to collect the rents of the Property including those due Any rents collected by Lender or the receiver shall be applied 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 attorney's fees, and then to the sum secured by this Security instrument.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

19. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

18. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

17. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

16. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

15. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

14. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

13. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

12. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

11. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

10. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

9. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

8. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

7. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

6. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

5. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

4. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

3. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

2. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

1. Acceleration; Remedies. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without demand and may reclose this Security instrument by judicial proceeding.

Instrument of payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sum secured by this Security instrument.

8930406

# UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenants 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 owed 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 this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this 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 feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible 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.

89030406

# UNOFFICIAL COPY

18. Borrower's Right to Remonstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument suspended at any time prior to the earlier of: (a) 5 days (or such other period as applicable) after Borrower may specifically request for reinstatement; before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) during the pendency of any action or proceeding to foreclose on this Security Instrument by any party under this Security Instrument. Those conditions are that Borrower has paid all sums which they would be due under this Security Instrument and the Note had no acceleration accrued, (c) unless any default of any other co-debtors or agreements of any kind, (d) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees and (e) takes such action as Lender may require.

If Lender exercises its option, Lender shall provide a period of acceleration. The notice shall provide a period of acceleration if Lender gives Borrower notice of acceleration. The notice shall give Borrower notice of acceleration if less than 30 days from the date the notice is delivered within which Borrower must pay all sums secured by this Security Instrument if Borrower fails to pay the same prior to the expiration of this period. Lender may invoke any remedies 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 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 Landlord's prior written consent, Landlord may, at its option, require immediate payment in full of all sums accrued by this Security Instrument. However, this option shall not be exercised by Landlord if exercise is prohibited by law.

Note which conflicts with applicable law, such conflicts shall not affect other provisions of this Security Agreement or the Note which can be given without the conflicting provision. To this end the provisions of this Note and the Note are declared to be enforceable.

**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 of this Security Instrument or the

13. **Legislative Action After rendering Lennder's Rights.** If enactment of legislation or any provision of the Note or this Security Instrument unenforceable according to its terms, Lennder, as the effect of paragraph 17.

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 mainly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limit, 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 exceed the permitted limits will be reimbursed 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.

11. Successors and Assigees; Found; Joint and Several Liability; Co-signers. The co-venturants and agreements of this Security instrument shall bind and be held by the successors and assigees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-venturants and executors 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 the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the terms of this Security instrument: (b) is not personally obligated to pay that Borrower's debts not executed by the Notee.

shall not be liable for any right of remedy or procedure which may be available to the customer under the laws of any state or country.

Postponed until the date and place to be agreed upon by the parties, and until such time as the parties shall have agreed upon a sum or sums to be paid by the Borrower to the Lender, in full discharge of the liability of the Borrower to the Lender under this Agreement.

Given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration of capital or to the sum secured by this security instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument.

shall give Borrower or trustee at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

9. Comedmentation. The proceeds of any award or claim for damages, direct or consequential, arising out of connection with any conduct 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.

Borrower shall pay the premiums required to maintain the insurance such time as the requirement for this coverage is suspended.

If you have any questions or concerns about this document, please contact your local government office.

# UNOFFICIAL COPY

## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this **12TH** day of **JANUARY**, **19 89**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
**SUBURBAN FEDERAL SAVINGS AND LOAN ASSOCIATION**

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

**7930 LUNA, MORTON GROVE, ILLINOIS 60053**

*Property Address*

**Modifications.** 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 has an "Initial Interest Rate" of **8.875 %**. The Note interest rate may be increased or decreased on the **1ST** day of the month beginning on **AUGUST 1**, **19 89** and on that day of the month every **6** months thereafter.

**1. INTEREST RATE CHANGES**

**(1) The Index**

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index". The most recent index figure available as of the date **45** days before each Change Date is called the "Current Index". The index is the: *(Check one box to indicate Index.)*

- (1)  \*Weekly average yield on United States Treasury securities adjusted to a constant maturity of **year (s)**.  
(2)  \*National Average Median Cost of Funds-Monthly  
(3)

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

**(B) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO** percentage points (**2.000 %**) 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 (C) 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.

**(C) Limits on Interest Rate Changes**

- (1)  If this box is checked, there will be no maximum limit on changes in the interest rate up or down.  
(2)  If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than **9.875 %** or less than **7.875 %**. Thereafter, the interest rate will not be changed by more than **1.000** percentage points on any Change Date. My interest rate will never be greater than **11.875%**, or less than **5.875%**.

**(D) 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.

**(E) 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. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

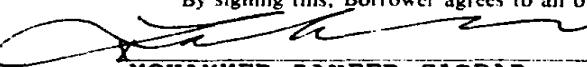
**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. TRANSFER OF THE PROPERTY**

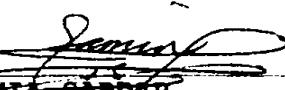
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option of accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

  
**MOHAMMED ZAHEER SARDAR**

(Seal)  
-Borrower

(Seal)  
-Borrower

  
**SAMIA SARDAR**

(Seal)  
-Borrower

(Seal)  
-Borrower

\*If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

**ADJUSTABLE RATE LOAN RIDER**