

UNOFFICIAL COPY

89087149

(101)
DEPT-01 \$16.25
T#1111 TRAN 5099 02/27/89 15:03:00
H9686 # *-89-087149
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

THE TERMS OF THIS LOAN MORTGAGE 5680
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20
1989 The mortgagor is RUSSELL C. NEWMAN AND ELIZABETH A. NEWMAN, HUSBAND AND WIFE

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

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is
2401 NORTH HALSTED
CHICAGO, ILLINOIS 60614 ("Lender").

Borrower owes Lender the principal sum of
THREE HUNDRED FORTY THOUSAND AND NO/100

Dollars (U.S. \$ 340,000.00). 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 MARCH 1, 1996. 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 8 AND THE SOUTH 12 FEET OF LOT 9 IN WILLIAMSBURG HILLS UNIT
NUMBER 1 BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE
NORTH EAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9,
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 28, 1986 AS DOCUMENT 86392846, IN COOK COUNTY,
ILLINOIS.

89087149

6, L20058

06-34-212-015
06-34-212-016
6/25

which has the address of 316 PATRICIA LANE BARTLETT
(Street) (City)

Illinois 60103 ("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 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.

UNOFFICIAL COPY

CHICAGO, ILLINOIS 60614
2401 NORTH HALSTED
ATENA BANK
RECORD AND RETURN TO:
CHICAGO, IL 60614
DONNA GUINN
PREPARED BY: *Donna Guinn*
My Commission expires: *March 21st, 1993*
Notary Public
Donna Guinn

Given under my hand and official seal, this 20th day of February, 1989
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 **RUSSELL C. NEWMAN AND ELIZABETH A. NEWMAN, HUSBAND AND WIFE**
, a Notary Public in and for said county and state,
I, the undersigned
County ss: DuPage
STATE OF ILLINOIS.

(Space below this line for Acknowledgment)
Borrower
(Seal)
Borrower
(Seal)
ELIZABETH A. NEWMAN/HIS WIFE
RUSSELL C. NEWMAN
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.
BY SIGNING BELOW, Borrower accepts to the terms and conditions 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 boxes] _____
This Security instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security
23. Rider 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 this Security instrument, the covenants and agreements of each such rider shall be a part of this Security
22. Waiver of Homeestead: Borrower waives all right of homestead exception in the Property.
Instrument 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
receipt's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.
the Property including those parts due. Any rents collected by Lender or the receiver shall be applied first to payment of
costs of management of the Property and then to rents, including, but not limited to, receiver's fees, premiums on
prior to the expiration of any period to entitle to enter upon following judicial sale, Lender (in person, by agent or by judicial
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 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice, Lender after its option may require immediate payment in full of all sums secured by
existing or a default or any other defences of Borrower to acceleration and foreclosure. If the default is not cured on or
informed Borrower of the right to repossess after acceleration and sale of the Property. The notice shall further
secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
unless applies law provides otherwise; (g) the notice shall specify: (a) the date default occurred; (b) the action required to cure the
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's
Notice of Acceleration and Lender's acceleration and agree as follows:

UNOFFICIAL COPY

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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.

6. TAB69

UNOFFICIAL COPY

If Lender receives title pay the premium required as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required as a condition of making the loan secured by this Security instrument.

8. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

9. Condemnation. The proceeds of any award of 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 Borrower.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the date of condemnation orders to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds of the Property immediately before the taking.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by unless Borrower and Lender otherwise agree make reasonable entries upon and inspectors of the Property, Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

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

10. Borrower Not Released; Foreclosure Note & Waiver. Extension of the time for payment of principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of such amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall be applied to the sums secured by this Security instrument in the following order:

If the Property is abandoned by Borrower, or if, after notice to Borrower that the date of condemnation orders to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds of the Property immediately before the taking.

If the Property is sold by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument by reason of any demand made by the original Borrower's successors in interest. Any holder in right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns; Pound; Joint and Several Liability; Co-signers. The co-signants and agreements of this Security instrument shall bind and define the successors and assigns of Lender and Borrower under the Note.

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 interests of other loan charges collected or to be collected in amounts with the loan is finally interpreted to exceed the permitted limits, item (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and item (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

13. Legislation Affecting Lender's Rights. If enactment or application of applicable laws has the effect of permitting immediate payment of the Note or by making a direct reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by registered mail or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in or by paragraph 17.

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 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 conflict.

16. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficiary Interest. If all or any part of the Property or any interest in it is sold or transferred to another person, or to a trustee in bankruptcy, Borrower is liable for any general law as of the date of this Security instrument. Lender shall give Borrower notice of demand on Borrower.

If Lender exercises this option, Lender shall pay all sums secured by this Security instrument within thirty days of the date of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by state law as of the date of this Security instrument.

If Borrower fails to pay the note or make within which Borrower must pay all sums secured by this Security instrument to Lender within 30 days from the date the note is delivered or made within which Borrower is liable for any general law as of the date of this Security instrument.

18. Borrower's Right to Remit. If Borrower remits payment of any kind to the earler of (a) 5 days after collection as Lender provides for remittance, (b) 5 days after collection as Lender provides for remittance, (c) pays all expenses measured in accordance with any other contract of agreement, or (d) 5 days after collection as Lender provides for remittance, Lender shall remain fully entitled to the benefit of acceleration as provided by this Security instrument.

Borrower, in the event of a sale of this Security instrument, Lender's rights in the case of acceleration under paragraphs 13 or 17, occurring to assure that the hen of this Security instrument shall remain fully entitled to the benefit of acceleration as provided by this Security instrument.

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation, are hereby assigned and shall be paid to Borrower.

8. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property, Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

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

10. Borrower Not Released; Foreclosure Note & Waiver. Extension of the time for payment of principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of such payments. Unless Lender and Borrower otherwise agree make reasonable entries upon and inspectors of the Property, Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the date of condemnation orders to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds of the Property immediately before the taking.

11. Successors and Assigns; Pound; Joint and Several Liability; Co-signers. The co-signants and agreements of this Security instrument shall bind and define the successors and assigns of Lender and Borrower under the Note.

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 interests of other loan charges collected or to be collected in amounts with the loan is finally interpreted to exceed the permitted limits, item (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and item (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

13. Legislation Affecting Lender's Rights. If enactment or application of applicable laws has the effect of permitting immediate payment of the Note or by making a direct reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by registered mail or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in or by paragraph 17.

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 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 conflict.

16. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficiary Interest. If all or any part of the Property or any interest in it is sold or transferred to another person, or to a trustee in bankruptcy, Borrower is liable for any general law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of demand on Borrower.

18. Borrower's Right to Remit. If Borrower remits payment of any kind to the earler of (a) 5 days after collection as Lender provides for remittance, (b) 5 days after collection as Lender provides for remittance, (c) pays all expenses measured in accordance with any other contract of agreement, or (d) 5 days after collection as Lender provides for remittance, Lender shall remain fully entitled to the benefit of acceleration as provided by this Security instrument.

9. Condemnation. The proceeds of any award of claim for damages, direct or consequential, in connection with any condemnation, are hereby assigned and shall be paid to Borrower.

8. Inspection. Lender or its agent may make reasonable entries upon and inspectors of the Property, Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

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

10. Borrower Not Released; Foreclosure Note & Waiver. Extension of the time for payment of principal shall not extend or postpone the date of the monthly payments referred to in paragraphs 1 and 2 of such payments. Unless Lender and Borrower otherwise agree make reasonable entries upon and inspectors of the Property, Lender shall give Borrower notice at the time of prior to inspecting specifically expenses for inspection.

If the Property is abandoned by Borrower, or if, after notice to Borrower that the date of condemnation orders to make an award of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to collect and apply the proceeds of the Property immediately before the taking.

11. Successors and Assigns; Pound; Joint and Several Liability; Co-signers. The co-signants and agreements of this Security instrument shall bind and define the successors and assigns of Lender and Borrower under the Note.

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 interests of other loan charges collected or to be collected in amounts with the loan is finally interpreted to exceed the permitted limits, item (a) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and item (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit.

13. Legislation Affecting Lender's Rights. If enactment or application of applicable laws has the effect of permitting immediate payment of the Note or by making a direct reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note or by making a direct payment to Borrower, Lender is relieved of all sums secured by this Security instrument under the Note.

14. Notices. Any notice to Borrower provided for in this Security instrument shall be given by registered mail or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by delivery in or by paragraph 17.

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 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 conflict.

16. Borrowers Copy. Borrower shall be given one copy of the Note and of this Security instrument.

17. Transfer of the Property or a Beneficiary Interest. If all or any part of the Property or any interest in it is sold or transferred to another person, or to a trustee in bankruptcy, Borrower is liable for any general law as of the date of this Security instrument.

If Lender exercises this option, Lender shall give Borrower notice of demand on Borrower.

18. Borrower's Right to Remit. If Borrower remits payment of any kind to the earler of (a) 5 days after collection as Lender provides for remittance, (b) 5 days after collection as Lender provides for remittance, (c) pays all expenses measured in accordance with any other contract of agreement, or (d) 5 days after collection as Lender provides for remittance, Lender shall remain fully entitled to the benefit of acceleration as provided by this Security instrument.

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20TH day of FEBRUARY , 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 AETNA BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

316 PATRICIA LANE, BARTLETT, ILLINOIS 60103
[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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of MARCH , 19 90 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full or 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 10.750 % or less than 6.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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.

67128068

UNOFFICIAL COPY

06-34-212-015
06-34-212-016

Russell C. Newman (Seal) -Borrower
Elizabeth A. Newman/HIS WIFE (Seal) -Borrower
Ruthie Rider (Seal) -Borrower
Eliza Abbott A. Newman (Seal) -Borrower
Borrower (Seal)

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

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.

890828