

UNOFFICIAL COPY

NON-UNIFORM COURCES ACT Borrower and Lender by the Secretary of State on 11/10/83

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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

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

Dorothy L. Perrault (Seal)
DOROTHY L. PERRAULT -Borrower

Tracy Perrault (Seal)
TRACY PERRAULT, HER HUSBAND -Borrower

John Gibson (Seal)
JOHN GIBSON, DIVORCED NOT REMARRIED -Borrower

James W. Gibson (Seal)
JAMES W. GIBSON, A BACHELOR -Borrower

[Space Below This Line For Acknowledgment]

STATE OF ~~MISSISSIPPI~~ ALABAMA

County, ss:

Betty Marie Mergel

Notary, a Notary Public in and for said county and state,

do hereby certify that

James W. Gibson, A ~~DECEASED~~ WIDOWER

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

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

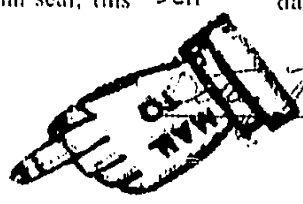
signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this 9th day of March, 19 89

My Commission expires:

This Document Prepared By:
ROXANNE BLIGHT



Betty Marie Mergel
Notary Public

RECORD AND RETURN TO:
GOLDOME REALTY CREDIT CORP.

1375 E. WOODFIELD ROAD - SUITE C50
SCHAUMBURG, ILLINOIS 60173-5422

89125602

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Form 3014 12/83 Amended 5/87

ILLINOIS OFFICIAL RECORDS

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 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, mortgages, grants and conveyances of record, and 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.

PIN # 24-03-315-045
 Illinois 60453
 which has the address of 9345 S. KOLMAR AVENUE
 ("Property Address") OAK LAWN (City)
 \$16.00 MAIL

Property of Cook County, Illinois

89125603

located in Cook County, Illinois
 THE SOUTH 1/2 OF LOT 262 AND ALL OF LOT 263 IN FRANK DELUGACH RUTH'S HIGHLANDS, SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 April 1st, 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

Borrower owes Lender the principal sum of One hundred sixty-four thousand and NO/100 (("\$16,400.00")) Dollars (U.S. \$ 164,000.00). This debt is evidenced by Borrower's note ("Note").

DOROTHY L. PERRAULT, TRACY PERRAULT, HER HUSBAND, JOHN GIBSON, DIVORCED NOT REMARRIED and JAMES W. GIBSON, A ~~RECORDING WIDOWER~~ GOLDOME REALTY CREDIT CORP. A MARYLAND CORPORATION which is organized and existing under the laws of THE STATE OF MARYLAND, 205 PARK CLUB LANE, BUFFALO, NEW YORK 14231-9000 ("Lender")

THIS MORTGAGE ("Security Instrument") is given on March 9th 19 89. The mortgagor is DOROTHY L. PERRAULT, TRACY PERRAULT, HER HUSBAND, JOHN GIBSON, DIVORCED NOT REMARRIED and JAMES W. GIBSON, A ~~RECORDING WIDOWER~~ GOLDOME REALTY CREDIT CORP. A MARYLAND CORPORATION and whose address is 205 PARK CLUB LANE, BUFFALO, NEW YORK 14231-9000 ("Lender").

MORTGAGE
 Loan # 180935-1
 (Space Above This Line For Recording Data)

DEPT-01 \$16.25
 T#4414 TRAN 6014 03/22/89 10.51.00
 #5530 # D * 87-125603
 COOK COUNTY RECORDER

89125603

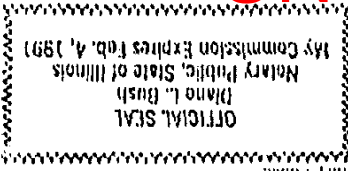
151193145 DB ⑤
 Luis M

UNOFFICIAL COPY

1375 E. WOODFIELD ROAD - SUITE 550
SCHWABERGER, ILLINOIS 60173-5422

RECORD AND RETURN TO:
GOLDOME REALTY CREDIT CORP.

This Document Prepared By:
ROXANNE BLIGHT
My Commission expires:



Dana L. Bush

Given under my hand and official seal, this 9th day of March, 19 89

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

set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

do hereby certify that DOROTHY L. PERAULT, TRACY PERAULT, HER HUSBAND, JOHN GIBSON, DIVORCED NOT REMARRIED and JAMES W. GIBSON, A ~~DRUGGIST~~ WIDOWER, whose names are personally known to me to be the same persons (s) whose names are

a Notary Public in and for said county and state,

County ss:

Cook

STATE OF ILLINOIS.

Property of Cook County Clerk's Office

19. Acceleration; Remedies; Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) may enter the Property and take possession of the Property and collect the rents, profits and interest thereon.

2168

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89125603

DEPT-01 116.25
TR4444 TRAM 2014 03/22/89 10:51:00
#5530 # D * - 89 - 125603
COOK COUNTY RECORDER

S1193145 DB 3

(Space Above This Line For Recording Data)

Loan # 180935-1

MORTGAGE

89125603

Unit N

THIS MORTGAGE ("Security Instrument") is given on March 9th 19 89 The mortgagor is DOROTHY L. PERRAULT, TRACY PERRAULT, HER HUSBAND, JOHN GIBSON, DIVORCED NOT REMARRIED and JAMES W. GIBSON, A ~~REPRESENTATIVE~~ WIDOWER ("Borrower"). This Security Instrument is given to GOLDOME REALTY CREDIT CORP. A MARYLAND CORPORATION which is organized and existing under the laws of THE STATE OF MARYLAND and whose address is 205 PARK CLUB LANE, BUFFALO, NEW YORK 14231-9000 ("Lender").

Borrower owes Lender the principal sum of One hundred sixty-four thousand and NO/100

Dollars (U.S. \$ 164,000.00

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 April 1st, 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 COCK County, Illinois: THE SOUTH 1/2 OF LOT 262 AND ALL OF LOT 261 IN FRANK DELUGACH RUTH'S HIGHLANDS, A SUEVDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

UNIT N

PIN # 24-03-315-045

which has the address of

9345 S. KOLMAR AVENUE
(Street)

OAK LAWN
(City)

Illinois 60453
(Zip Code)

("Property Address");

\$16.00 MAIL

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.

89125603

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. 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 Lender on the day monthly payments are due under the Note, which may include hazard insurance premiums; and (d) yearly household payments or ground rents on the leasehold payments or ground rents on the Property, if any; (e) 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.

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 Lender on the day monthly payments are due under the Note, which may include hazard insurance premiums; and (d) yearly household payments or ground rents on the leasehold payments or ground rents on the Property, if any; (e) 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note; third, to amounts payable under paragraph 2; fourth, to interest due and late, to principal due. Property 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.

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach prior to the date of payment 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.

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 insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires 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.

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.

8. Insurance Policies and Renewals. 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.

9. Restoration or Repair. If the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds.

10. Insurance Proceeds and Renewals. 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.

11. Restoration or Repair. If the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds.

12. Insurance Proceeds and Renewals. 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.

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14. Insurance Proceeds and Renewals. 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.

15. Restoration or Repair. If the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds.

16. Insurance Proceeds and Renewals. 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.

17. Restoration or Repair. If the restoration or repair is economically feasible and Lender's security is not lessened, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds. 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, the restoration or repair shall be applied to the insurance proceeds.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one 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.

89125603

ADJUSTABLE RATE RIDER (Cost of Funds Index - Payment and Rate Cap)

THIS ADJUSTABLE RATE RIDER is made this 9th day of March, 1989, 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 Goldstone Realty Credit Corp., a Maryland corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9345 S. Kolmar Avenue, Oak Lawn, Illinois 60453

[Property Address]

THE NOTE CONTAINS PROVISIONS ALIENING BOR CHARGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE RATE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY. CAN CHARGE 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 agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHARGES

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the adjustable interest rate and the monthly payments as follows:

1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHARGES

(A) Change Date. The adjustable interest rate I will pay may change on the first day of October, 1989, and on that day every month thereafter. Each date on which my adjustable 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 monthly weighted average cost of savings, borrowing 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 rate 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 Interest Rate Changes

Before each change date, the Note holder will calculate my new interest rate by adding two and thirty-five one-hundredths percent (2.35%) to the current index. The Note holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limit stated in Section 4(B) below, this rounded amount will be my new interest rate until the next change date.

(D) Calculation of Monthly Payment Changes

The monthly payment I will pay will change on May 1st of each year, beginning on May 1st, 1989. Each date on which my monthly payment could change is called a "Change Date." The Note holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal, including any deferred interest, in substantially equal monthly payments by the maturity date. Except as provided in Section 4 (1) and (2) below during the 12 month period following the date of this first monthly payment and during each 12-month period thereafter (each of which 12-month period is called a "Loan Year") no increase or decrease in a monthly payment will be greater than 7% of (1) the amount of the first regular monthly payment in the case of the first Loan Year, or (2) the amount of the last regularly scheduled payment of the immediately preceding Loan Year in the case of each Loan Year after the first Loan Year.

(E) Interest Rate Limit

My interest rate will never be greater than 13.50%.

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(F) Effective Date of Changes

My new interest rate will become effective on each interest rate change date. I will pay the amount of my new monthly payment beginning on the payment change date and continuing until the amount of my monthly payment changes again.

John Gibson

James W. Gibson

(Seal) -Borrower

(Seal) -Borrower

Tracy Parrault
Dorothy L. Parrault

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BY SIGNING BELOW, Borrower accepts and agrees 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.

To the extent permitted by applicable law, Lender may charge a nonrefundable fee as a condition to Lender's consent to the loan assumption. Lender also may 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.

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 or 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 exercise 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.

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

On an annual basis, I will be given the opportunity to make a lump-sum payment to pay the deferred interest that has accrued on my loan balance.

(K) Deferred Interest Payment Option

Notwithstanding any other provisions of this Note, including the 2% limitation contained in paragraph 6(D), beginning with the first monthly payment in the sixth year of this Note (6th scheduled payment), and every five years thereafter, the amount of the regular monthly principal and interest payments on this Note will be adjusted to be sufficient to amortize the remaining principal balance as of the time that the then current rate of interest.

(L) Required Full Payment

My unpaid principal can never exceed a maximum amount equal to one hundred ten percent (110%) of the principal amount I originally borrowed. If unpaid principal exceeds that maximum amount because of the 7% annual payment cap, then on the date that my payment-capped monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next change date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(1) Limit to My Unpaid Principal; Increased Monthly Payment

If monthly payment could be four times the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the maturity date in full on the maturity date in substantially equal payments. If so, each month that the payment is less than the interest portion, the Note Holder will subtract the amount of the interest portion and I will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by this Section 4(c).

(II) Addition to My Unpaid Principal

The Note Holder will deliver or mail to me a notice of any change in 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.

(G) Notice of Default

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