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THIS INSTRUMENT WAS PREPARED BY:
James D. O'Malley

Loan # 01-10557026

2008-2011

- 4 -

1989 APR 23 10 10 -

39147771

Great American Fed. S & L
1001 Lake Street
Oak Park, IL 60301

89147771

\$18.00

[Space Above This Line For Recording Data]

MORTGAGE

19.89 THIS MORTGAGE ("Security Instrument") is given on March 28, 1989. The mortgagor is DAVID A. ERICKSON AND CATHERINE A. ERICKSON, MARRIED TO EACH OTHER ("Borrower"). This Security Instrument is given to Great American Federal Savings and Loan Association, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 1001 Lake Street - Oak Park, Illinois 60301 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thousand and no/100 Dollars (U.S. \$ 100000.00). 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 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 9 IN BLOCK 11 IN NORTHBROOK WEST, BEING A SUBDIVISION OF PART OF THE
WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-17-105-005 VOLUME: 132

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.

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A rectangular notary seal with a decorative border containing the following text:
"NOTARY PUBLIC SEAL" at the top
"ANNAL D'ILLINOIS" in the center
"NOTARIAL OFFICE" on the left
"NOTARIAL PUBLIC OFFICE" on the right
"SEAL" at the bottom right
The seal is dated "9/21/92".

(He, She, They)

Witness my hand and official seal this day of March 30 1955.

..... they, executed said instrument for the purposes and uses herein set forth.

..... (this, here, their), acknowledge said instrument to be, free and voluntary act and deed and that

..... have executed same, and acknowledge said instrument to be the persons(s) who, being informed of the contents of the foregoing instrument,

..... before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument,

..... DAVT D. A., ERICKSON AND CATHERINE A. ERICKSON, HIL S. W.F.E., personally appeared

..... a Notary Public in and for said county and state, do hereby certify that

STATE OF ILLINOIS COUNTY OF CALCASIEU ss:

Digitized by Google

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

22. Whether or Not Homebased Borrower waveis all rights of homebased excepted in trust property.

23. Rights to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)].

24. Waiver of Homestead. Borrower waives all rights of homestead excepted in trust property.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall amend and supplement this instrument, the coverments 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]

19. Acceleration; Remedies; Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not prior to acceleration under paragrapahs 13 and 14 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 the Borrower or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, together with interest thereon at the rate provided in paragraph 13 and 14 unless applicable law provides otherwise. The notice shall state the date the notice may result in acceleration of the sum secured by this Security Instrument and the date the default occurred.

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 judicial appointment of receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or appportioned received by Lender from the receiver(s) or other persons entitled to receive rents or fees, and then to the sums secured by Lender or the receiver(s), including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of managing those past due, Any rents collected by Lender or the receiver shall be applied first to payment of the Property taxes, insurance premiums, and other amounts due and owing to Lender or the receiver, and then to the sums secured by Lender or the receiver(s).

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, provided that the receiver(s) shall remain liable for any acceleration costs.

GreatAmerican Fed. S & L ADJUSTABLE PAYMENT RIDER
1001 Lake Street, Oak Park, IL 60501

James D. O'Malley
Loan # 01-10557026

THIS ADJUSTABLE PAYMENT RIDER is made this 28th day of March 1989, 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 Adjustable Payment Note (the "Note") to GreatAmerican Federal Savings & Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1661 HIGHLAND AVENUE NORTHBROOK, IL 60062
(Property Address)

RIDER ATTACHED TO MORTGAGE FOR RECORDING
This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.

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

This Note provides for an initial rate of 9.875%. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will owe interest at a year rate of 9.875%. The rate of interest I will owe will change on the first day of the month of April 1990, and on that day every SIXTH month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the Federal Home Loan Bank 7th District 3 month moving average cost of funds, as made available by Federal Home Loan Bank of Chicago. 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 his choice.

The most recently available Index figure as of the date 30 but not more than 45 days before each Interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

TWO AND

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding .750/1000ths percentage points (2.750%) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and after my default described in Section 9(A) below.

(E) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.81% or less than 7.810%. 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 SIX months. My interest rate will never be greater than 13.875%. The interest rate limits of this Section 2(E) will not apply if I exercise my Conversion Option under Section 6 of this Note, or less than 7.325%.

(F) Effective Date of Changes

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

(G) Notice of Changes

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

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and payable on April 1, 2029, which is called the "maturity date". My first Full Monthly Amount is U.S. \$868.35. Before each Interest Change Date, the Note Holder will calculate the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

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The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

4. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on ~~May 1, 1989~~ ^{ONE ONE} May 19, 1989. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

I will make my monthly payments at GreatAmerican Federal Savings & Loan Association, 1001 Lake Street, Oak Park, IL 60301, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ ~~868.35~~ ^{868.35}. The Note Holder will change my monthly payment as required by Section 4(C) below on the 9TH ~~0TH~~ Interest Change Date and on that day every ~~0TH~~ month thereafter. Each of these dates is called a "Payment Change Date." The Note Holder will also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay the Full Monthly Amount.

(C) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay the unpaid principal balance on my loan in full over the remaining amortization period at the Payment Rate in substantially equal payments. The "Payment Rate" is the Index on the most recent Interest Change Date plus ~~750/1000ths~~ ^{TWO AND} percentage points (2.750%).

I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B) below requires me to pay the Full Monthly Amount.

(D) Effective Date of Payment Changes

Until my monthly payment is again changed, I will pay the amount of my new monthly payment each month beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required to pay the Full Monthly Amount.

5. UNPAID PRINCIPAL BALANCE

(A) Changes in My Unpaid Principal Balance

My monthly payment could be less than the amount of the interest portion of the first Full Monthly Amount I owe or less than the interest portion of my first Full Monthly Amount after an Interest Change Date. If so, the Note Holder will subtract the amount of my monthly payment from the amount of interest I owe and will add the difference to my unpaid principal balance each month until the next Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest Change Date when the Note Holder determines my new rate of interest or my then unpaid principal balance, the rate of interest on the interest added to principal will be the rate determined in Section 2 above.

My monthly payment could be more than the amount of the Full Monthly Amount. If so, the Note Holder will subtract the difference from the unpaid principal balance of my loan each month until the next Interest Change Date as if I had made a partial prepayment under Section 7 below.

(B) Limit on Unpaid Principal Balance; Required Full Monthly Amount

My unpaid principal balance can never exceed a maximum amount equal to ~~ONE HUNDRED FIFTEEN percent (115.00%)~~ of the principal amount I originally borrowed. If my paying the amount of my monthly payment after any Interest Change Date would cause the unpaid principal balance to exceed that maximum amount at any time, I must pay instead the Full Monthly Amount as my monthly payment until the next Payment Change Date.

6. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 6(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 6(B) below.

The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the 9TH ~~0TH~~ Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to ~~ONE~~ ^{1.0%} percent (~~1.0%~~) of the original principal of this Note plus U.S. \$ ~~.275.00~~; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the ~~FEDERAL HOME LOAN MORTGAGE CORP.~~ required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable ~~60~~-day mandatory delivery commitments, plus ~~THREE EIGHTHS~~ of one percentage point (0.375%) or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate

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‘*My Success*’

Non-Uniform Covernam 19 ("Borrower's Right to Remisitce") is amended to read as follows:

19. Borrower's Right to Remisitce. Notwithstanding Lennder's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument only if applicable law so provides. Any right to reinstate shall be exercised in the manner required

E. BORROWER'S RIGHT TO REINSTATE

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transfer if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of any covenant or agreement in this Note is acceptable; (3) interest will be payable on the sums secured by this Note and Lender accepts the transfer in the terms of the Note and this Security instrument in a manner acceptable to Lender; (4) changes in the terms of the Note and this Security instrument are acceptable to Lender; and (5) the transferor permits Lender to have access to all the premises and property of the transferor as Lender deems necessary to keep all the promises and agreements made in this Note and in this Security instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also reserves the right to require Lender's consent to any sale or transfer.

If a Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with the terms of the Note. If a Lender shall provide a period of notice of less than 30 days from the date of such notice, Lender may put the sums demanded or due on Borrower to pay such sums prior to the expiration of such period. Lender may further notify Borrower of demand on Borrower, invoke any remedy permitted by law, and sue upon the Note.

be immediately due and payable.

17. Transfer of the Property: Assumption. If all or any part of the property is sold or transferred by Lender without Lender's prior written consent, excluding (a) a transfer of a lien or encumbrance superior to this Security Instrument which does not relate to a transfer of ownership in the property, (b) the creation of a purchase money security interest held by less than three years of less than one-half of the term of any leasehold interest, or (c) a transfer of occupancy interest for household appliances, then Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be due and payable.

E. TRANSFER OF THE PROPERTY: ASSUMPTION

B. UNIFORM MORTGAGE GOVERNMENT LAW: SEVERABILITY

14. Notice. Except for in the Security instrument is awarded to fees as follows:

Borrower provided for in the Security instrument shall be given in another manner, (a) any notice to Borrower at the P.O. box or at such other address as Borrower may designate by mailing it or by mailing it by first class mail addressed to Borrower at the P.O. box by delivering it or by mailing it by first class mail to Lender as provided herein, and (c) any notice to Lender shall be given by first class mail to Lender as provided herein, and (d) any notice to Borrower or Lender may be given by first class mail to Lender as provided herein, and (e) any notice to Lender shall be given by first class mail to Lender as provided herein; shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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If Lemmer determines that all or any part of the Property is subject to a lien which may attach a priority over the Security interest, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

4. Charges: Lien, Borrower shall pay all taxes, assessments, and other charges, fines and impositions arising due to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee hereof. Borrower shall promptly furnish to Lender all notices of amendment, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over the security instrument; provided, that Borrower shall be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall consent to the assignment of the obligation secured by such lien by, or defend against such lien by, or do any other thing necessary to Lender to secure payment of such lien, in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of such lien or for failure of the property or any part thereof; or to obtain the removal of such lien by, or defend against such lien by, or do any other thing necessary to Lender to secure payment of such lien in a form satisfactory to Lender under subparagraph such lien to the extent of the amount of the debt secured by such lien.

Uniform Covenant

If I choose to exercise the Conversion Option, the Holder will determine the amount of the month's premium to be paid at the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Begunning with my first monthly payment after the conversion date, I will pay the new amount as my monthly payment until the maturity date.

and whom the church can't

If this requirement does not yield a minimum rate by determining the applicable delivery commitments, plus **ELIGIBLE one percentage point (3.75%)** will determine my interest rate by using comparable information.

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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.

7. **Protection of Lennder's Lennder Agreements.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument or if Borrower fails to pay any sum due under his or her Note or any other agreement between Borrower and Lennder, or if Borrower fails to do any other thing which would give Lennder the right to exercise any of the rights and remedies available to him under the Note or this Agreement, Lennder may take action under this paragraph 7, Lennder does not have to do so.

Instruments shall immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the maturity 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 interest.

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 of loss is not made promptly by Borrower, Lender may make proof of loss if not made promptly by Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

of such giving of notice.

Borrower shall promptly disclose to the payee any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation; (b) conveys in good faith to Lender; or (c) enforces his rights under this instrument.

Borrower shall pay these obligations over this security instrument, and interest on unpaid principal and interest on unpaid interest, in the manner provided in paragraph 2, or if not paid in full under this note, in any other manner agreed upon by the parties.

3. Application of charges: First, to amounts paid under the Note; second, to payments made in part payment of the Note; third, to amounts paid under Paraphraph 2; fourth, to interest due; and last, to principal due.

amount necessary to make up the deficiency in one or more payments as required by Lender.

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 interest or fees on the Funds unless there is a separate charge for such services.

The Funds shall be held in an institution the deposits of which are insured by a federal 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 under pay Borrows interest on the Funds and applies law permits Lender to make such a charge. Unless Lender pays Borrows interest on the Funds and applies law permits Lender to make such a charge. Borrower and

ADJUSTABLE PAYMENT RIDER

Great American Fed. S & L

1001 Lake Street

Skokie, IL 60077

James D. O'Malley

Loan # 01-10557026

THIS ADJUSTABLE PAYMENT RIDER is made this 28th day of March 1989, and is incorporated into and shall be read as an amendment to 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 Adjustable Payment Note (the "Note") to Great American Federal Savings & Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1661 HIGHLAND AVENUE NORTHBROOK, IL 60062

RIDER ATTACHED TO MORTGAGE FOR RECORDING

This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The Amount That The Borrower Must Actually Pay Each Month. The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.

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

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This Note provides for an initial rate of 9.875%. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

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Beginning on the date of this Note, I will owe interest at a year rate of 9.875%. The rate of interest I will owe will change on the first day of the month of April 1990, and on that day every SIXTH month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the Federal Home Loan Bank 7th District 3 month moving average cost of funds as made available by Federal Home Loan Bank of Chicago. 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.

The most recently available index figure as of the date 30 but not more than 45 days before each Interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

TWO AND

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding 750/1000ths percentage points (2.750%) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

The rate of interest required by this Section 2 is the rate I will owe both before and after my default described in Section 9(A) below.

(E) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.81% or less than 7.810%. 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 SIX months. My interest rate will never be greater than 13.875%. The interest rate limits of this Section 2(E) will not apply if I exercise my Conversion Option under Section 6 of this Note, or less than 7.825%.

(F) Effective Date of Changes

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

(G) Notice of Changes

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

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and payable on April 1, 2029, which is called the "maturity date". My first Full Monthly Amount is U.S. \$868.35. Before each Interest Change Date, the Note Holder will calculate the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the Interest Change Date.

#100-1087 NEG AM

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G. NO FUTURE ADVANCES

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

H. LOAN CHARGES

If the loan secured by the 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 permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) 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 under the Note.

I. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph I) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. The parties hereto agree that such an enactment or expiration of applicable laws would produce a mutual mistake in law.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Payment Rider.

David A. Erickson

DAVID A. ERICKSON

(Seal)

- Borrower

Catherine A. Erickson

CATHERINE A. ERICKSON

(Seal)

- Borrower

(Seal)

- Borrower

(Seal)

- Borrower

(Sign Original Only)

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18. Borrower's Right to Remonstrate. 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 specifically require for remonstrance; or (b) entry of a judgment enjoining this Property pursuant to any power of sale contained in this Security Instrument; before sale of the Property or any part thereof, or (c) 10 days after notice of acceleration by Borrower or his attorney in fact, if Borrower fails to pay the amount due under this Security Instrument within 10 days after receipt of such notice. The right to remonstrate may be exercised only in the case of acceleration under paragraph 13 or 17.

federal law as of the date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one conforming copy of this 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
law.

which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Notes are declared to be severable.

in this Paragraph.

mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address Borrower designates by letter to Lender or to Lender's address set forth above. Any notice given by first class mail to Lender or to Lender's address Borrower designates shall be deemed to have been given to Borrower if delivered to Lender or to Lender's address Borrower. Any notice given by first class mail to Lender or to Lender's address Borrower by other address than that set forth above shall be deemed to have been given to Borrower if delivered to Lender or to Lender's address Borrower. Any notice given by first class mail to Lender or to Lender's address Borrower by other address than that set forth above shall be deemed to have been given to Borrower if delivered to Lender or to Lender's address Borrower. Any notice given by first class mail to Lender or to Lender's address Borrower by other address than that set forth above shall be deemed to have been given to Borrower if delivered to Lender or to Lender's address Borrower.

13. **Legislative Action Affecting Lender's Rights.** If enactment of legislation or a regulation of applicable laws has the effect of impairing the Note or this Security Instrument unreasonably 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 remedy permitted by paragraph 19. If Lender exercises this option, Lender shall take steps specifically set forth in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in writing or by

12. **Loan Charges.** If the loan secured by title security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it, in effect, 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 amounts necessary to reduce the loan to the permitted limits; and (b) Any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Under no circumstances will the Note be reduced by amounts necessary to reduce the loan to the permitted limits, but the Note will be partially prepaid under the Note or by making a direct payment to Borrower. If a refinanced reduces principal, the reduction will be treated as partial repayment with respect to the Note.

11. Successors and Assigns; Sound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security instrument shall bind and succeed to 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; (b) is co-signing this Security instrument only to mortgage; (c) signs this Security instrument of this Security instrument only to extend the terms of this Security instrument; and (d) (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument in the proportionality of their respective interests in the property under the terms of this Security instrument; (b) is not personally obligated to pay Borrower's debts under the Note; (b) is not personally liable to Lender or any other creditor for the debts of Borrower.

10. Borrower Not Releases By Lender Not in Paragraphs 1 and 2 of Change in amount of such payment
modifications of the note or in the monthly payments to Lender in full. Extension of the time for payment
of principal and interest to Lender in full. Any other modification of the note or in the monthly
payments to Lender in full.

to the sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 given, Lender is authorized to collect; and apply the proceeds, at its option, either to restoration or repair of the Property or

before the re-taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

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

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 convenience in lieu of condemnation, are hereinafter assigned and shall be paid to Lender.

insurance companies in accordance with Borrower's and Lender's written terms and conditions for insurance premiums paid by the Plaintiff to the insurance company in direct return for the services rendered.

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by such law.

Non-Uniform Form Covernent 19 ("Borrower's Right to Remisate") is amended to read as follows:

E. BORROWER'S RIGHT TO REINSTATE

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower from the Note and this Security Instrument.

Lennder may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lennder information required by Lennder to evaluate the transaction as if it were being made to a new loan were being made to the transferee; (2) Lennder reasonably determines that Lennder's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) emerges will be payable on the sums secured by this Security Instrument at a rate acceptable to Lennder; and (4) changes in the terms of the Note and this Security Instrument are made, including, for example, periodic adjustments in the interest rate, a different final payment date for the loan, and a modification of principal, prepayment, payoff, or other terms of the Note.

If a Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date of the notice to Borrower to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedy permitted by law.

diminate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of joint tenant or (d) the grant of any easement, (e) three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred without Lender's prior written consent, exclusion (a) the creation of a lien or encumbrance under

E. TRANSFER OF THE PROPERTY: ASSUMPTION

15. **Uniform Coverage:** Governmental units of the Security Instrument combine uniform coverage and non-uniform coverage instruments within limited variances by jurisdiction to constitute a uniform instrument of Note which can be given effect without the conflicting 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 is located. In the event that any provision of this Security Instrument or the jurisdiction in which real property is located, this Security instrument shall be governed by Federal law and the law of the jurisdiction containing the real property. This Security instrument is governed by jurisdiction to constitute a uniform security instrument covering real property.

DO YOU OWN A TOY? DONATE IT TO THE SPCA OF NEW ENGLAND.

D. UNIFORM MORTGAGE GOVERNMENT LAW: SEVERABILITY

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be delivered by mailing it or by first class mail to Borrower at the address as set forth herein, and (b) any notice to Lender shall be given by first class mail to Lender at the address as set forth herein, and (c) any notice to Borrower or Lender or Borrower or Lender when given in the form of a letter to Lender shall be deemed to have been given to Borrower or Lender or Borrower or Lender when given in the form of a letter to Lender.

Uniforum Covenant 14 of the Security Instrument is amended to read as follows:

C. NOTICE

If Lender or CenTrustee, Lender shall send Borrower notice identifying such item. Borrower shall satisfy such item or take one or more of the actions set forth above within ten days of the giving of notice.

CHARACTERISTICS OF THE SECURITY INVESTMENT IS ANALYSED TO READ AS FOLLOWS:

B. CHARGES: LINES

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the conversion will be the new amount as my monthly payment until the maturity date.

(C) New Payment Amount and Effective Date

will determine my interest rate by using comparable information.

more packages covered by applicable law may mandatory delivery contains the following statement, plus EIGHTS one percentage point 375%.

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The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

4. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. My monthly payments will be applied to interest before principal.

I will make my monthly payments on the first day of each month beginning on APPROX May 89. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

I will make my monthly payments at GreatAmerican Federal Savings & Loan Association, 1001 Lake Street, Oak Park, IL 60301, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 868.35. The Note Holder will change my monthly payment as required by Section 4(C) below on the 9TH Interest Change Date and on that day every 60 month thereafter. Each of these dates is called a "Payment Change Date." The Note Holder will also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay the Full Monthly Amount.

(C) Calculation of Monthly Payment Changes

Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay the unpaid principal balance on my loan in full over the remaining amortization period at the Payment Rate in substantially equal payments. The "Payment Rate" is the Index on the most recent Interest Change Date plus TWO AND 750/1000TH percentage points (2.750 %).

I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B) below requires me to pay the Full Monthly Amount.

(D) Effective Date of Payment Changes

Until my monthly payment is again changed, I will pay the amount of my new monthly payment each month beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required to pay the Full Monthly Amount.

5. UNPAID PRINCIPAL BALANCE

(A) Changes in My Unpaid Principal Balance

My monthly payment could be less than the amount of the interest portion of the first Full Monthly Amount I owe or less than the interest portion of my first Full Monthly Amount after an Interest Change Date. If so, the Note Holder will subtract the amount of my monthly payment from the amount of interest I owe and will add the difference to my unpaid principal balance each month until the next Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the rate of interest on the interest added to principal will be the rate determined in Section 2 above.

My monthly payment could be more than the amount of the Full Monthly Amount. If so, the Note Holder will subtract the difference from the unpaid principal balance of my loan each month until the next Interest Change Date as if I had made a partial prepayment under Section 7 below.

(B) Limit on Unpaid Principal Balance; Required Full Monthly Amount

My unpaid principal balance can never exceed a maximum amount equal to ONE HUNDRED FIFTEEN percent (115.00 %) of the principal amount I originally borrowed. If my paying the amount of my monthly payment after any Interest Change Date would cause the unpaid principal balance to exceed that maximum amount at any time, I must pay instead the Full Monthly Amount as my monthly payment until the next Payment Change Date.

6. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option which I can exercise unless I am in default or this Section 6(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 6(B) below.

The conversion can only take place on a date specified by the Note Holder during the period beginning on the first Change Date and ending on the 9TH Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion fee equal to ONE percent (1.0%) of the original principal of this Note plus U.S. \$.275.00; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the FEDERAL HOME MORTGAGE CORP. required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus THREE EIGHTHS of one percentage point (0.375); or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate