1 F2

2-07-345(3),

3905 02960

89192887

- [Space Above This Line For Recording Data] -

# **MORTGAGE**

\$16.00

LOT 14 IN BLOCK 1 IN GLENVIEW PARK MANOR UNIT NUMBER 6, A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIA 1, IN COOK COUNTY, ILLINOIS.

BOOK COUNTY LLAYS FILED FOR HEUGHS

1989 HAY -1 PH 1: 12

39192887

Illinois ... 509.25 ....... ("Property Address");

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

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

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

Form 3014

# 8919288

# **UNOFFICIAL COPY**

BOX 333-CC

	NAPERVILLE, IL 60566
S AND LOAN ASSOCIATION	MHEN RECORDED RETURN TO: MID WHERICA PEDERAL SAVING: ACOUS. WASHINGTON ST.
e Below This Line Reserved For Lender and Recorder)	onds)
(selected for taken 1 and between 1 and 1	
Mounty Public	OPPOCAL SEAL WOTARY PUBLIC STATE OF ALMOSS NT CONDUSTOR ETP. SEPT 16,1991
ceron(s) whose name(s) are congoing in person, and acknowledged that in the uses free and acknowledged that the free are confined with the uses free are confined to the uses free and acknowledged that the free are confined to the uses free and acknowledged that the uses free are confined to the free free free free free free free fr	instrument, appeared before me this day signed and delivered the said instrument
minoral all a believen	***********
A NORRY IN SECURITY A NORRY PUBLIC in and for said county and state, A NORRY PUBLIC in and for said county and state, A NORRY PUBLIC IN AND WIFE.	
-Borrower	
(Seal)	
-Borrower	
(Seal)	
	•
TEVCENTA LU RAPOPORT -BORTOWET	
TEVERNY STRAPOPORT (Seal) - ROTOWER (Seal)	On (a) ranks Arm by there are are the same
er accepts and agrees to the terms and covenants contained in this Security it.	BY SIGNING BELOW, B. C.
	[/[liseqs] (s)neysO 🖂
Condominium Rider   Condominium Rider  Condominium Rider  Condominium Rider	Instrument. [Check whiteable box(es)]  Adjustable Rai e Rider  Graduateo Payment Rider
ranceat. If one or more riders are executed by Borrower and recorded together with a sand agreements of each such rider shall be incorporated into and shall amend and nents of this Security Instrument as if the rider(s) were a part of this Security	this Security Instrument, the covenants supplement the covenants and agreen
ower waives all right of homestead exemption in the Property.	22. Weiver of Homestead. Borre
L. Borrower shall pay any recordation costs.	instrument without charge to Borrowei
Any rents collected by Lender or the receiver shall be applied first to payment of the state collection of rents, including, but not limited to, receiver's fees, premiums on ys' fees, and then to the sums secured by this Security Instrument.  all sums secured by this Security Instrument, Lender shall release this Security	sous of management of the Property s receiver's bonds and resentable attorner
acceleration under paragraph 19 or abandonment of the Property and at any time of redemption following judicial sale, Lender (in person, by agent or by judicially enter upon, take possession of and manage the Property and to collect the rents of	28. Leader in Possession. Upon period to prior to the expiration of any period to appointed receiver) shall be entitled to
her demand and may foreclose this Security Instrument by judicial proceeding, repenses incurred in pursuing the remedies provided in this paragraph 19, including, fees and costs of title evidence.	Examinated to cartified to collect all es but not limited to, rensonable attorneys
ite after acceleration and the right to assert in the foreclosure proceeding the non- ense of Borrower to acceleration and foreclosure. If the default is not cured on or Lender at its option may require immediate payment in full of all sums secured by	existence of a default or any other defi- before the date specified in the notice.
reclosure by judicial proceeding and sale of the Property. Inc notice shall further	secured by this Security Instrument, for
t from the date the notice is given to Borrower, by which the default must be cured; on or before the date specified in the notice may result in acceleration of the sums	ilusish sat saus of stalial tast (b) bas
iss) The Bolice shall specify: (a) the default, (b) the action required to care the	waless seelicable law provides otherw
this Security Instrument (but not prior to acceleration under paragraphs 13 and 14	ni jasensona to inansvoc var lo sizesuf
orrower and Lender further covenant and agree as follows:	NON-UNIFORM COVENANTS. B.

one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the

basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

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

Upon principle in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Ferments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be up lied: first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable we der paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Bo rower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain printing over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person of a payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower anches these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lim, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the one or more of the actions set forth above within 10 days of the giving of notice.

8. 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 "extend a poverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender an 1 shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal what not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

requesting payment.

# **UNOFFICIAL COPY**

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) cures any default of any other coverants 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 relative to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: applicable law may specify for reinstatement) before sale of the Property purcuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as 18, Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have

remedies permitted by this Security Instrument without further notice or demand on Borrower. 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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this 'cc. rity 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security in trument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

15. Coverning Law; Severability. This Security Instrument shall be governed by the law and the law of the ın this paragraph.

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

onwensky jy

13. Legislation Affecting Leader's Rights. If enactive it or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unendering any provision of the Note or this Security Instrument unendering any provision of the Note or this Security Instrument and may invoke any remedies may require immediate payment in full of all aums 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

partial prepayment without any prepayment charge under the Now permitted limits will be refunded to Borrower. Lender may el cose to make this refund by reducing the principal owed under the Mote or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and to any sums already collected from Borrower which exceeded

12. Loss Charges. If the losn secured by this Security Instrument is subject to a law which sets maximum losn charges, and that have interpreted so that its interest or other losn charges collected or to be collected in connection with the losn exceed the permitted limits, then: (a) any such losn charge shall be reduced by the amount connection with the losn exceed the permitted limits, then is not such losn charge shall be reduced by the amount

that Borrower's consent. modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the sums secured by this Security Instruction; and (c) agrees that Lender and any other Borrower may agree to extend, of peragraph 17. Borrower's covernants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property and, t the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property and, t the terms of this Security Instrument; (b) is not personally obligated to pay

shall not be a waiver of or preciude the exercise of any right or remedy.

11. Successors and Assign's Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird and remedit the successors and assigns of Lender and Borrower, subject to the provisions by the original Borrower or Merower's successors in interest. Any forbestance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise. "To all amortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrows, stall not operate to release the liability of the original Borrower or Borrower's successors in interest.

postpone the the factor of the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Box town? Not Released, Forbearance By Leader Not a Waiver. Extension of the time for payment or modification of actor its etims secured by this Security Instrument granted by Lender to any successor in modification of actor its standard of the sums secured by this Security Instrument granted by Lender to any successor in Unless conder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

makes Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the sums secured immediately before the sums secured immediately before the sums secured immediately before the taking. Any balance shall be Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

essigned and shall be paid to Lender. any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender S. Inspection. insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 28.TH day ofAPRIL	
"Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjusta	
Rate Note (the "Note") toMIDAMERICAFEDERALSAV.INGSANDLOANASSOCIATION	
the Security Instrument and located at:	
2407 GREENFIELD DRIVE, GLENVIEW, ILLINOIS 60025	<b>.</b>

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

## A. INTEREST LATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of ...1.0.2.7.5.0%. The Note provides for changes in the interest rate and the monthly payments, as follows:

# 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

# (A) Change Dates

every 12th month thereafter. Fuch date on which my interest rate could change is called a "Change Date."

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

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

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding .TWO..AND..THREE..... QUARTERS..... percentage points (...24.7.50...%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate vati the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the n.w a mount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be grater than ....1.2...7.5 Q.... % or less than than two percentage points (2.0%) from the rate of interest I have been paying for a e preceding twelve months. My 

### (E) Effective Date of Changes AND NO LESS THAN 10.750%

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

# (F) Notice of Changes

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

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

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

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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\*\* 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.

BY SIGNING BELOW, Borrower eccepts and agrees to the terms and covenants contained in this Adjustable Rate

Property of Cook County Clerk's Office

TEVERENT S EGPOPORT -Borrower

. 3. อเกษเมติ ซติโดพ ซอดเลิพย์ สดอร์ซิซ สนติ สติเธอร รถ รนะ เรเมช สนต คองธนสมเอ คมเซมเอก เม เมช พทโดงเซอเอ เซนเอ