89227579

MAIL TO:

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

BOX 333 - GG

(Space Above This Line For Recording Data)

1900

MORTGAGE

THIS MCR GAGE ("Security Instrument") is given on	May 12
1989 The mortgr gor is	NOT SINCE DEMADRIES
GreatAmerican Foderal Sayings and Loan Association under the laws of The UTITED STATES OF AMERICA , and w	which is organized and existing
under the laws of The UNITED STATES OF AMERICA and w	hose address is
1001 Lake Street — Oak Fark, Illingis 60301	("Lender")
Borrower owes Lender the principal sum of	htvThousandandnn/100
Dollars (U.S. \$, 280000.0	Q). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provide	s for monthly payments, with the full debt, if not
dated the same date as this Security Instrument ("Note"), which provide paid earlier, due and payable on	This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note	e, 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 an	d agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and co	onvey to Lender the following described property
located in	County, Illinois:
OT 45 IN BLOCK 8 IN SUBDIVISION BY EXECUTORS OF W.	F JONES IN SECTION

LOT 45 IN BLOCK 8 IN SUBDIVISION BY EXECUTORS OF W. E. JONES IN SECTION 29. TOWNSHIP 40 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 14-29-119-029-0000 VOLUME: 487

COOK COUNTY, ILLINOIS

1939 FW 19 AN II: 15

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which h	as the address of	218 OAKDALE	AVENUE	*******************************	CHICAGO	
			[Street]			[City]
Illinois	60657	("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.

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Michael Britis Caparage 7991.	şıų
Cook County	•

Notary Public, State of Illinois

Motery Embric	Corpor.	"OFFICIAL SEAL" Deborah Kerr Harris Matary Public, State of Illinois
TO VI	,	My Commission Expires:
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n set iora,	trument for the purposes and uses therei	30
	(his, her, their)	
aid county and state, do hereby certify that, personally appeared tof the contents of the foregoing instrument, free and voluntary act and deed and that	D. 46T: SINGE: REMARRIED	1, RANDY - JACKSON, DIVORCED - AN DESCRICKED - AN DESCRICKED - ANDERSIGNED
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nd covenants contained in this Security		
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Rider	Plenned Unit Development	Graduated Profinent Rider
N 2-4 Family Rider	Condominium Rider	K Adjustat's Late Rider
ument, Lender shall release this Security	Il aums secured by this Security instriborrower shall pay any recordations cost or waives all right of homestead exemperem. If one or more riders are executed agreements of each such rider shall nd agreements of each such rider shall.	Instrument without charge to Borrower. I 22, Waiver of Homestead, Borrow 23, Piezra to this Security Instructing Security Instructing Security Instruction of the Security Instruction of the Security Instrument, the coverants at
ndonment of the Property and at any time nder (in person, by agent or by judicially get the Property and to collect the rents of iver shall be applied first to payment of the printited to, receiver's fees, premiums on this Security Instrument.	cceleration under paragraph 19 or abai redemption following judicial sale, Lei ny rents collected by Lender or the recei a collection of rents, including, but no	prior to the expiration of any period of appointed receiver) shall be entitled to enthe Property including those past due. An costs of management of the Property and

190. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverant or agreement in this Security lastrument (but not prior to acceleration under paragraphs 13 and 17 breach of any coverant or agreement in this Security lastrument (but not prior to acceleration under under applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the unless applicable law provides otherwise). 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 sum and (d) that failure to cure the default on or before the date specified in the Property. The notice shall further acceleration and foreclosure proceeding the non-security instrument, foreclosure by judicial proceeding and asie of the Property. The notice shall further existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured by before the date specified in the notice, Lender as the option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclosure payment in full of all sums secured by this Security Instrument without further demand and may foreclose the foreclosure by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but most limited to, reasonable attorneys' fees and costs of title evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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requesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

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 this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. The leader and the court of t in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Leader's Rights in the Property; Mortgage Insurance.

Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the property in the proposeding that may significantly affect to the property in the proposeding that may significantly affect to the property for the proposeding that may significantly affect to the property for the proposeding that may significantly affect to the proposeding that may significantly affect to the proposeding that may be proposeding that may be proposed to the proposeding that may be proposed to the proposeding that may be proposed to the pr

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

Instrument immediately prior to the acquisition.

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 a coccede 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principe, shall not extend or

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 the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin restoration or repair is not economically feasible or Lender's security would be lessen d the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically seasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds hall be applied to restoration or repair

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 Borrorer. Lender shall have the right to hold the policies and renewals. If Lender 1 2qui es, Borrower shall promptly give to Lender

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

unreasonably withheld.

insured against loss by fire, hazards included within the term exter ded coverage," and any other hazards for which Lender requires. This insurance shall be maintained in the an own and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

5. Hazard Insurance. Borrower shall keep the it ipro sements now existing or hereafter erected on the Property of the giving of notice.

agreement satisfactory to Lender subordinating the No. 30 this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priousy over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the military of many give borrower and a security in the section of the prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) confests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; so pinion operate to faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrawer makes these payments directly, Borrower shall promptly furnish to Lender

Note; third, to another passet in the relationship of the control of the control

3. Application of tayments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shi ll by applied: first, to late charges due under the Note; second, to prepayment charges due under the

application as a credit spainst the sums secured by this Security Instrument. Upon the fine of the secure of this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender shall apply, no later than immediately, in to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of the number of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cyc. It assists the supersymmetric functions of the sale of the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cyc. It assists the supersymmetric functions are cyc.

amount necessary to make up the deficiency in one or more payments as required by Lender. amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires inferest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

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

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; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the 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 Mote, until the Mote is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the lean 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 roth prized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or

to the sums secured on 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 or crate 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 amor is ation of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's encessors 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 Bour a; 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 a reements 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 σ , n so of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) ρ grees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with n g and to the terms of this Security Instrument or the Note without

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: (2) only such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any swars already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to theke 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 If enactment or expiremen 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 inst, ument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps pecified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument of all 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lend it when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law paid the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security I ist rument 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 Reneficial Intersect in Borrower in Property or a Reneficial Intersect in Prop 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.

Assignment of Rents)

THIS 2-4 FAMILY RIDER is made this 1.2TH	. day ofMAX	9 89
and is incorporated into and shall be deemed to amend	and supplement the Mortgage, Deed of Trust or Security I	eed (the
"Security Instrument") of the same date given by	the undersigned (the "Borrower") to secure Borrower's	Note to
GREATAMERICAN FEDERAL SAVINGS AN	D. LOAN ASSOCIATION (the "I	ender")
of the same date and covering the property described it		
1010 0.0017		
1218 OAKDALE AVENUE - CHICAGO, I	L. 60657	
(F	Property Address)	

- 2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property,
- B. SUNCADINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written germission.
- C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
 - D. "BORROWER'S AIGHT TV) REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall easign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the (xix in leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. ASSIGNMENT OF RENTS. B prower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or len ler's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lander and Berrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all traint received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of be Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the cents and 'as not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or mainta a the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver they do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION, Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any in one remedies permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions contained in this 2.4 Family Rider. (Seal) RANDY JACKSON (Sesi).

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CHANGE CONTRACTOR OF THE PROPERTY

GreatAmerican Fed. S& James D. O'Malley
1001 Lake Street Value of May
THIS ADJUSTABLE PAYMENT RIDER is made this 12th day of May

19. .89., and is incorporated into and shall be demmed 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:

1218 OAKDALE CHICAGO, IL 60657

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 10.375 %. 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 Cwed

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 10.375 %. The rate of interest I will owe will change on the first day of the month of June 19.90 and on that day every SIXTH 19.00 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

If the Index is no longer available, the Note Holder vill 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

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding 250/1000THS percentage points (... 3.250%) to the Current Index. This arrount 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 12.22 % or less than 8.22 %. Thereafter, my interest rate will never be increased or decreased on any ingle 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 14.375. %. The interest rate limits of the Section 2(E) will not apply if I exercise my Conversion Option under Section 6 of this Note., or less than 8.36..... %.

(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 June 1, 20, 29, which is called the "maturity date". My first Full Monthly Amount is U.S. The pand Figure (\$2535.14). 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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Mon-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted. G. NO FUTURE ADVANCES

making a direct payment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayrefunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by the permitted limits; and (2) any sums already collected from Borrower which exceeded permitted limits will be exceed permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to inally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan If the loan secuted by the Security Instrument is subject to a law which sets maximum loan charges, and that law is

It, after the date hereot, enactment or expiration of applicable laws have the effect either of rendering the provi-I. LEGISLATION ment under the Note.

Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the sions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph I) unenforceable

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

JOH COOK (ylnO laniginO ngi2). Borrower Borrower

are different. mnonny alamaid baland balang balang will change if the announ of my moundy payment and the Full Mouthly Announ **Τhe Full Monthly Amount 1** owe may be more or less than the amount 1 am required to pay each month. Section δ

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,

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

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

(B) Amount of Monthly Payments

the Full Ment) ly Amount. Holder val iles change my monthly payment on any interest Change Date if Section 5(B) below requires me to pay month thereafter, Each of these dates is called a "Payment Change Date," The Note AL 2835. 2.2.U to into me sits in all the winemy payment yldinom HTQ aits no wolod (O) the notices by the strain of the strain o ... Interest Change Date and on that day The Note Holder will change my

(C) Calculation of Monthly Payment Changes

stantially equal payment. The "Payment Rate" is the Index on the most recent Interest Change Date plus percentage points (...3.250)). 250/1000THS дия азянт the unpaid principal balance on my loan in full over the remaining amortization period at the Payment Rate in sub-Before each Faynent Change Date, the Note Holder will calculate a new monthly payment sufficient to repay

below requires me to pay the Full Monthly Amount. 1 will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B)

(D) Effective Date of Paymen. Can ages

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

2. UNPAID PRINCIPAL BALANCE

(A) Changes in My Unpaid Principal Balance

rate of interest on the interest added to principal will be the rate deterrined in Section 2 above. Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the also add interest on the amount of this difference to my unpaid prine pal balance each month. Until the next Interest owe or less than the interest portion of my first Full Morahly Amount after an Interest Change Date. If so, the Note Holder will subtract the amount of interest I owe and will add the difference to my unpaid principal balance each month unit, the next Interest Change Date. The Note Holder will difference to my unpaid principal balance each month unit, the next Interest Change Date. The Note Holder will My monthly payment could be less than the amount of the interest portion of the first full Monthly Amount 1

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

in Limit on Unpaid Principal Balance; Required Full Monthly Amount

must pay instead the Full Monthly Amount as my monthly payment until the next Payment Change Date. any interest Change Date would cause the unpaid principal balance to exceed that maximum imount at any time. I My unpaid principal balance can never exceed a maximum amount equal to OME HJNDRED. FIFTEEN percent J. L. 200. %) of the principal amount 1 originally borrowed. If my paying the amount of my monthly payment after

6. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

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

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

to effect the conversion. \$... \$75,00. 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 the plus U.S. Holder a conversion fee equal to (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 If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that:

(B) Calculation of Fixed Rate

net yield as of a define of time of the specified by the Mote Holder for (i) if the original term of this Mote is greater than 15 years, 30-year fixed rule mortage general by the Mote Holder for (i) if the original term of this working the mortage general by the Mote than the Mote is greater fixed rate.

EleHIMSt one perfecting the mortage general fixed for the Mote is a fear or less, 15-year fixed rate. My new, fixed interest rate will be equal to the EEDERAL HOME LOAN MORTGAGE CORP. required

mortgages covered by applicable 60 day mandatory delivery commitments, plus required one yield can not be determined be cause the problem of the required net yield can not be determined be cause the problem of the required of available, the Note Holder will determine my interest rate by using comparable information.

(C) New Payment Amount and Effective Date

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 Date, I will pay the new amount as my monthly payment until the maturity date.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or gound 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 thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, 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 this Security Instrument; provided, that Borrower shall not 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 in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lende, operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lient to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrumer. I ender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the action's set forth above within ten days of the giving of notice.

C. NOTICE

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

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 given by delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM MORTGAGE: GOVERNING LAV/: SEVERABILITY

Uniform Covenant 15 of the Security Instrument i, am ended to read as follows:

15. Uniform Mortgage; Governing Law; Severability. This form of 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. 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 differ other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY: ASSUMPTION

Uniform Covenant 17 of the Security Instrument is amended to read as 10 to vs:

17. Transfer of the Property; Assumption. If all or any part of the Property v. an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not related 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 a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by thir Security Instrument to be immediately due and payable.

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 the notice is mailed within which Borrower may put the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as 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 a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferce signs an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

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

F. BORROWER'S RIGHT TO REINSTATE

Figure 19 Bus Control 19 Carlot State

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

19. Borrower's Right to Reinstate. Notwithstanding Lender'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 discontinued only if applicable law so provides. Any right to reinstate shall be exercised in the manner required by such law.