Bridgeviewy TE 60455

Box 333

10 11 15 CO 10 11 11 15

This instrument was prepared by:

PAUL ZOGAS, Attorney

(Name)

8929 S. Harlem Ave., Bridgeview

(Address)

IL 60455

Mortgage

90015234

Loan No. 7000017-0

(Corporate Form)

THIS INDENTURE WITNESSETH: That the undersigned 9059 S. HARLEM, INC. a corporation organized and existing under the laws of the State of Illinois hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

\$16.00

MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION
a corporation organized and existing under the laws of the UNITED STATES OF AMERICA
hereinafter referred to the Mortgages, the following real estate in the County of Cook

in the State of

Illirois

. to wit:

PARCEL 1:

THE NORTH 60 FEET OF THE SOUTH 100 FEET OF THE EAST 70.24 FEET OF THE WEST 244.24 FEET OF THE NORTH WLST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 65.0 FEET OF THE SOUTH 65.0 FEET OF THE EAST 50.24 FEET OF THE WEST 224.24 FEET OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERILIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 125.0 FEET OF THE SOUTH 165.0 FEET OF THE EAST 124.0 FEET OF THE WEST 174.0 FEET OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK LOUNTY, ILLINOIS.

P.I.N. 24-06-100-016-0000 Parcel 1 24-06-100-019-0000 Parcel 2

24-06-100-015-0000 Parcel 3

a/k/a 9059 S. Harlem Avenue Bridgeview, Illinois 60455

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, alreconditioning, water, light, power, subjects on other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customs y appropriate, including acreens, window shades, storm doors and windows, floor coverings, acreen doors, in-a-door beds, swnings, stores and water heaters (1.4. which are intended to be and ure hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all last enters and the fents, lesses and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagees, whether now due to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the process of the foan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtanances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(\$ 222,000.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

. . . .

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagor, as contained herein and in said Note.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

9001523

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ensurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the premiums required to maintain such sums and take such netion as is necessary to protect Lender's interest, including, but not limited to, disbursement of 7. Protection of Lender's Security. If Borrower fails to perform the coverants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bank tup or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such bank tup or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such

were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider or covernmes creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. It a condominium or planned unit development, and constituent documents. It a condominium or planned unit development tider is executed by flotrower and recorded together with this Mortgage, the covenants and agreements of such rider is executed by flotrower and recorded together with this Mortgage, the covenants and agreements of such rider 6. Preservation and Maintenance of Property; Leastholds; Condominiums; Planned Unit Developments: Broperty and shall keep the Property in good repair and shall seep the Property in good repair and shall seep the Property with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration condominium or a planned and development, Borrower shall perform all of Borrower's obligations and accordance of the declaration or expension to a consequence of the

is authorized to contect and apply the mountainers any such application of proceeds to printips, shall not extend or to the sums secured by this Mortgage.

Unless Lender and Borrower ortherwise agree in writing, any such application of proceeds to printips, shall not extend or postpone the due date of the monthly installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

date notice is amiled by Lender to Borrower that the insurance carrier offers to settle a claim for i set ance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration of recaute the Property or to the sums secured by this Mortgage. to Borrower. If the Property is abandoned by Berrower, or if Borrower fails to respond to Lender within 30 days from the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be rappied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would not thereby impaired. It such restoration or repair is not economically leasible or if the security of this Mortgage would be impaired. The insurance proceeds shall be applied to the sums secured by this Mortgage, win, the excees, if any, paid be impaired.

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All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall promptly furnish to Lender all venewal notices and all receipt of paid premiums. In the event of loss, and Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss it not made promptly borrower. Shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss it not made promptly by fortower.

ועפתגשטכה כשבנוכני

provided making paragraph 2 hereof or, if not paid in such manner, by Ber ower making payment, when due, directly to the As Hazard Insurance. Borrower shall keep the improvements now existing or becaffer erected on the Property insured against loss by fire, buxards included within the term "extended coverage", and such other hazards as Londer may require and in such uncounts and for such periods as Londer may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the 'arra secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by lorrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided such a present the provided in the manner provided such a present the provided of the directly to the provided provided and the paragraph 2 bereaf or it not be undergood of the manner provided such a paragraph 2 bereaf or it not be add in the manner provided such a paragraph 2 bereaf or it not be did in such manner.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority ave this Mortgage, and leasehold payments or ground cents, if any, in the manner provided under paragraph Z hereof or, if not paiv in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnism to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower and promptly discharge any tien which his arounts for Lender receipts evidencing such payments. Borrower shall promptly discharge any tien which his arounts in writing to the payment of the obligation secured by required to discharge any such lien so tong as Borrower shall are property or shall in the second proceedings which to complete to Lender, or shall in good raish and in a manner acceptable to Lender, or shall in good the lien or forteiture of the Property or any part thereof. Igeal proceedings which operate to prevent the enforcement of such lien in, a manner acceptable to Lender, or shall in good raish and the Property or any part thereof. It is an area of the operate or the property or any part thereof.

5. Haxard Insurance. Borrower shall keep the improvements now existing or beteafter erected on the Property insured

under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to assessments, assessments, insurance premiums and ground tents, shall exceed the amount required to pay said taxes, assessments, as inner principally formiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower or promptly installments of Funds. If the amount of the Funds Borrower shall pay in Lender et any amount necessary to make up the deficiency within 30 days from the date notice is mailed Borrower shall pay in Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower any same the form the date notice is mailed by Lender to Borrower any Funds held by Lender It univer ranging payment thereof.

Upon payment in tub of all sums secured by this Mortgage, Lender shall promptly retund to Borrower any Funds held by Lender It annier ranging payment to the Property is otherwise acquirition by Lender, Lender shall apply, no later than inn to fall be property is sold or the Property is otherwise acquirition by Lender, Lender Lender at the time of application of applied by Lender first in payment of amounts payable to Lender the Borrower and paragraph 2 herof, then to interest and under paragraph 2 berof, then to interest and under paragraph 2 berof, then to interest and under paragraph 2 berof, then to interest and under payment of amounts payable to interest and under paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, then to interest and on the paragraph 2 berof, the paragraph 2 berof, the interest If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

by this Mortgage.

or verifying and compiling said assessments and chills, unless Lender pays Borrower interest on the Funds and applicable law permits: Lender to make such a charge. Borrower and unless such a charge, Borrower and unless such agreement is made or applicable law Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law fronting of that interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the pulpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage. insurance premiums and ground rents. Lender may not charge for so holding applying the house, analyzing account, state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments,

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Mote, until the Mote is paid in this a sum (herein "Funds") equal to one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated for hazard insurance, thus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time of time by Lender have a nessessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or 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 said taxes, assessments, state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Mote, prepayment and late charges as provided in the Mote, and the principal of and interest on any Fullure Advances secured by this Mortgage.

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

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. I ender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in 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 the Property, or part thereof, 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 Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 (e. iiii) for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed. Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the such secured by this Mortgage.

Unless Lender and Byrrower otherwise agree in writing, any such application of proceeds to principal shall not extend

or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

10. Borrower Not Release. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Legacy to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borroy er and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Walves. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, small not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indebted jess secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

remedy under this Mortgage or afforded by law or co sity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall in...e o, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All expensus and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Morgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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 Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may resignate by notice to Lender as provided herein, and

(b) any notice to Lender shall be given by certified mail, return receip, requested, to Lender's address stated herein, and such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender who given in the manner designated herein,

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

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or 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 Mortgage. (b) the creation of a purchase money security interest for household appliances. (c) 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 this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale of transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such an as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrowe is successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If 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 pay 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.

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

18. Acceleration: Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the brench; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to necesteration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Morigage to be immediately due and payable without further demand and may foreclose this Mortgage by Judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secur to by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$...222.000.00.............

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any

23. Walver of Horse tead. Borrower hereby waives all right of homestead exemption in the Property.

The Mortgagor hereby wives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed by its

President, and its corporate seal to be bareunto affixed and attested by its.

Secretary.

this day of A.D., 19 89 , pursuant to authority given by resolu-Decembar tion duly passed by the Board of Director, of said Corporation

ATTEST:

9059 S. HARLEM, INC.

STATE OF ILLINOIS

COUNTY OF

COOK

88.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Walter C. Kruse

personally known to me to be the

President of

9059 S. HARLEM, INC.

Walter J. Kruczynski personally kni)wn to me to be the a corporation, and Secretary of said corporation, and personally known to me to be the same persons whose rames are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and vel it tary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

day of

December

, A.D. 1989 .

OFFICIAL SEAL LENORE FAULK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/28/93

(Space Below This Line Reserved For Lender and Recorder)

mail to.

midland Federal Savings 8929 5. Harlem Bridgeview, It 60455 oth Lerone Faulk

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(For Security Instrument)—Sign Zust)

THIS ARM ADDITIONAL TERMS RIDER is made this 29th day of December 1989 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and any and all Riders attached thereto of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")
of the same date and covering the property described in the Security Instrument and located at: 9059 S. Harlem Ave., Bridgeview, IL 60455
Property Address
ADDITIONAL COVENANTS
In addition to the covenants and agreements made in the Security Agreement and any and all Riders attached thereto, Borrower and Lender further covenant and agree to the following terms that are appropriately marked as indicated—
THE INDEX Beginning with the first Change Date, my interest rate will be based on an Index. That "Index" is the prime rate as published by the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."
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 long r available, the Note Holder will choose a new index which is based on comparable information. The Note Holder will give me notice of this change.
EXACULATION OF CHANGES: Before each Change Date, the Note Holder will calculate my new interest rate by adding two percentage points (2.0 %) to the Current Index. The bote Holder will then round the result of this addition to the nearest of one percentage point. This rounded amount will be ray new interest rate until the next Change Date.
The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is my new monthly payment unless I have the option to limit my monthly payment and I choose the amount permitted by Section 5 in the Note.
MAPPLICATION OF PAYMENTS: Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 of the Security Instrument attached hereto shall be applied by Lender list in payment of amounts payable to Lender by Borrower under paragraph 2 of the Security Instrument, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
INTEREST RATE LIMITATIONS: My interest rate cannot be changed by more thanprecutage points at any Change Date, subject to such limitations listed below for my maximum ("ceiling") and minimum ("floor") interest rates. The ceiling, or maximum interest rate, that can be charged on my loan is either%; or if not specified, provides to no set maximum limit. The floor, or the minimum interest rate, that will be charged on my loan is either%; or if not specified, provides for no set minimum rate.
TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BC RROWER: If all or any part of the Property or interest in it is sold or transferred (or if a 'ereficial 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 then 30 days from the date the notice is delivered or mailed within which Borrower must pay all sorts secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any range lies permitted by this Security Instrument without further notice or demand on Borrower.
□ CONVERSION OPTION TO A FIXED RATE LOAN:
At the end of months, Lender grants to Borrower an option to convert this adjustable rate
loan to a loan with a fixed rate and a fixed term. Lender will provide to Borrower the terms and conditions of this conversion option—which the Borrower may either accept or reject—and the length of time before said conversion option errores.
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its President, and
its corporate seal to be hereunto affixed and attested by its Secretary, this 29th day
of December A.D., 1989, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation.
9059 S. HARLEM, INC.
Walterd Bourses Ar -
Secretary President

ARM Additional Terms Rider (Security Instrument)

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Property of County Clerk's Office