

# UNOFFICIAL COPY

PREPARED BY AND  
AFTER RECORDING MAIL TO:

GREAT WESTERN MORTGAGE CORPORATION  
101 SOUTH SCHELTER RD  
SUITE B-200  
LINCOLNSHIRE, ILLINOIS 60069-9513



30140595

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE

Loan No: 0-812392-1  
OFFICE NUMBER: 184

ADJUSTABLE INTEREST RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28, 1990

The mortgagor is  
HENRY A. ADANIYA AND CINDY A. ADANIYA, HIS WIFE

("Borrower"). This Security Instrument is given to

GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION, which is organized and existing under the laws of DELAWARE, and whose address is

9451 CORBIN AVENUE, NORTHIDGE, CA 91328 ("Lender").

Borrower owes Lender the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND AND 00/100--- Dollars (U.S. \$128,000.00). This debt is evidenced by Borrower's note

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 1, 2020. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF KNOWN AS SCHEDULE "A".

REI#C-39889

30140595

which has the address of:

2320 WEST GREENLEAF AVENUE, CHICAGO

(Street) (City)

Illinois 60645 ("Property Address")  
(Zip Code)

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

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

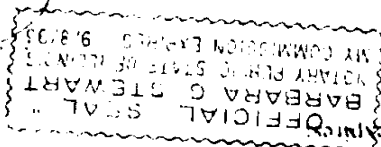
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

# UNOFFICIAL COPY

101 SOUTH SCHEITLER RD, SUITE B-200, LINCOLNSHIRE, ILLINOIS 60069-9513

KATHY M. CALANCA

This instrument was prepared by:



*[Handwritten Signature]*

Given under my hand and official seal, this 28TH day of MARCH, 1990.

56501106

set forth:

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

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

personally known to me to be the same persons) whose names) ARE

do hereby certify that HENRY A. ADANIYA AND CINDY A. ADANIYA, HIS WIFE,

1. THE UNDERSIGNED, a Notary Public in and for said county and state,

STATE OF ILLINOIS, COOK

County ss.

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

*[Handwritten Signatures]*  
HENRY A. ADANIYA  
CINDY A. ADANIYA

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders) executed by Borrower and recorded with it.

(others) (Specify)

(graduated Payment Rider

(condominium Rider

XX Adjustable Rate Rider

Instrument. (Check applicable riders))

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

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

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

DEPT-04 RECORDED  
\$18.25  
\$14999 TRAM 0458 03/29/90 16:11:00  
\$0724 \$ G \*-90-140595  
COOK COUNTY RECORDER

56501106

# UNOFFICIAL COPY

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 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 payment 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 Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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) 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 or file one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The 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 and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair 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 to 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 shall 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.

00140595

# UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

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

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

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect any provision 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. Note are declared to be severable.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's 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.

565010565

# UNOFFICIAL COPY

*Handwritten: "A"*

## LEGAL DESCRIPTION

PARCEL 1: PIN # 11-31-104-021 Vol. 506

LOT 10 IN E. W. ZANDER AND COMPANY'S ADDITION TO ROGERS PARK IN THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PIN # 11-31-104-034 Vol. 506

THAT PART OF LOT 191 IN RESUBDIVISION OF LOT 95 IN MCGUIRE AND ORR'S RIDGE BOULEVARD ADDITION TO ROGERS PARK IN SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF AND ADJOINING AND EAST OF THE WEST LINE AND WEST OF THE EAST LINE OF LOT 10 IN E. W. ZANDER'S AND COMPANY'S ADDITION TO ROGERS PARK EXTENDED TO THE NORTH LINE OF SAID LOT 191, IN COOK COUNTY, ILLINOIS.

PARCEL 3: PIN # 11-31-104-022 Vol. 506

THAT PART OF LOT 191 LYING NORTH OF AND ADJOINING LOT 11 IN E.W. ZANDER AND COMPANY'S ADDITION TO ROGERS PARK IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 31, AND BETWEEN THE EAST AND WEST LINES OF SAID LOT 11 EXTENDED TO THE NORTH LINE OF SAID LOT 191 IN THE SUBDIVISION OF LOT 95 OF MCGUIRE AND ORR'S RIDGE BOULEVARD ADDITION TO ROGERS PARK IN THE NORTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*Diagonal watermark: Cook County Clerk's Office*

30140533

# UNOFFICIAL COPY

## 1 METHOD OF COMPUTING INTEREST RATE CHANGES.

(a) **Change Dates.** The interest rate I will pay will change on the **First Interest Rate Change Date** (shown on the front of this Rider) and on every **Payment Due Date** thereafter.

(b) **The Index.** Beginning with **First Interest Rate Change Date**, my interest rate will be based on an **Index**. The "Index" is the monthly weighted average cost of savings, borrowings and advances by the Federal Home Loan Bank of San Francisco (called the "Bank") to Eleventh District Members of the Bank, based on statistics tabulated and published by the Bank during the term of this Note. If the Index becomes unavailable, the Note Holder (as defined in the Note) may select another comparable Index to permit interest rate changes. Each published update of the Index is called the "Current Index".

(c) **Calculation of Change.** The Note Holder will determine each changed interest rate by adding the **Rate Differential** (shown on the front of this Rider) to the most recently published **Current Index**. The sum of the **Current Index** and the **Rate Differential** is the interest rate that will apply to my loan until the next month's interest rate change.

The Note Holder may choose not to increase my interest rate even if an increase is permitted because of an increase in the **Current Index**. The Note Holder is not required to give me advance notice of interest rate changes.

(d) **Limits on Interest Rate Changes.** Changes to the interest rate I am required to pay are limited as follows: (i) My interest rate in the first loan year (the period from the beginning of this loan to the twelfth (12th) **Payment Due Date**) may not be changed from the **Initial Interest Rate** by more than or less than the **Periodic Rate Change Limit** (shown on the front of this Rider). My interest rate in each of the twelve month periods (loan years) following the first loan year may not change from my interest rate in the last month of the previous loan year by more than or less than the **Periodic Rate Change Limit**. (ii) My interest rate during the term of this loan will not be greater than the **Maximum Rate** nor less than the **Minimum Rate** (shown on the front of this Rider) unless the property securing this loan is sold and the loan is assumed; however, the **Periodic Rate Change Limit** may not be changed. Sale of the property and assumption of my loan require the Note Holder's consent.

If the property is sold and my loan is assumed, the Note Holder may change the **Maximum Rate** up to five percentage points (50%) above the interest rate in effect on the date of the assumption. The Note Holder may also reduce the **Minimum Rate** up to five percentage points (50%) below the interest rate in effect on the date of the assumption. The Note Holder may increase or decrease the **Maximum Rate** and the **Minimum Rate** each time the property is sold and the loan is assumed; however, the **Periodic Rate Change Limit** may not be changed. The Note Holder, however, may choose not to change the **Maximum Rate** or **Minimum Rate** each time the property is sold and the loan is assumed. The Note Holder's choice whether to change the **Maximum** or **Minimum Rates** will be made at the time the Note Holder consents to the sale and assumption.

## 2 METHOD OF COMPUTING CHANGES IN THE MONTHLY PAYMENT.

(a) **Change Dates.** My monthly payment will change on the **First Payment Change Date** (shown on the front of this Rider) and annually thereafter. The date the payment will change is called the "Payment Change Date".

(b) **Calculation of Changes.** The new payment will be calculated approximately 60 days prior to the **Payment Change Date** by using the interest rate which is then in effect and the loan balance which would be owing on the **Payment Change Date** if all regularly scheduled payments are made. The new payment will be an amount which would be sufficient to repay the loan balance used in the calculation over the remaining term of the loan at the new interest rate, in substantially equal payments.

(c) **Limitation On Changes In the Monthly Payment.** The increases and decreases which occur to the monthly payment on the **Payment Change Date** will not exceed 7 1/2% of the previous monthly payment except on the tenth (10th) anniversary of the **First Payment Due Date** and on each fifth (5th) anniversary during the remaining term of the loan. On the tenth (10th) anniversary and each fifth (5th) anniversary following, the increases or decreases to the monthly payment may exceed 7 1/2% of the previous payment amount if the calculation of payment change described in Section 2(b) would result in a greater change.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements I made in the Security Instrument, I further covenant and agree as follows:  
(The Note Holder is called the "Lender"; I am called the "Borrower".)

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

Paragraph 17 of the Security Instrument is changed to read as follows:

17 LENDER'S CONSENT REQUIRED. Lender may declare all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Borrower, without Lender's prior written consent, (a) sells, conveys, contracts to sell, alienates or further encumbers all or any part of the property, or (b) leases all or any part of the property for a term, together with all exercisable options, of 5 years or more, or (c) leases all or any part of the property and, in connection with such lease, grants the lessee an option to purchase all or any part of the property, or (d) suffers the title or any interest in the property to be divested, whether voluntarily or involuntarily, or (e) changes or permits to be changed the character or use of the property, or (f) is a partnership and any of the general partners' interests in the partnership are transferred or assigned whether voluntarily or involuntarily, or (g) is a corporation with fewer than 100 stockholders at the date of execution of this Security Instrument and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

### B FUNDS FOR TAXES AND INSURANCE

The third sentence in the second paragraph of Uniform Covenant 2 of the Security Instrument is changed to read as follows:

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, provided, however that Lender may impose upon Borrower at closing a fee to compensate a third party who shall be responsible for the monitoring and payment of real estate taxes without thereby becoming obligated to pay Borrower interest on the Funds.

### C LEGISLATION AFFECTING LENDER'S RIGHTS

Uniform Covenant 13 of the Security Instrument is deleted.

20240595

# UNOFFICIAL COPY

65501106

ARM-G  
Periodic Cap

2003 9 941

(Space Below This Line for Acknowledgement)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

CINDY A. ADANIYA

HENRY K. ADANIYA

BY SIGNING BELOW, I accept and agree to the terms and covenants in this Adjustable Rate Rider

(Please sign your name exactly as it appears below)

### SIGNATURES OF BORROWERS:

ALL TERMS AND CONDITIONS CONTINUED ON THE BACK  
OF THIS RIDER ARE PART OF THIS RIDER

The Minimum Rate and Maximum Rate are subject to change as provided in Section 1(d)

Initial Interest Rate	8.000%	First Interest Rate Change Date	07/01/90
Initial Monthly Payment	\$939.22	Periodic Rate Change Limit	2.000 Percentage Points
First Payment Due Date	05/01/90	Payment Due Date	1ST
Maturity Date	04/01/20	First Payment Charge Date	05/01/91
Minimum Rate	7.000%	Maximum Rate	13.950%
Rate Differential	2.100		

The Note provides for changes in my interest rate and my monthly payments as follows:

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The amount of my scheduled monthly payment could be less than the amount required to pay the interest due after a rate change for that payment period. So the Note Holder will subtract the amount of my scheduled monthly payment from the amount of interest that I owe for that month and will add the difference to the outstanding principal balance of my loan. This occurrence is known as negative amortization. This unpaid interest is called "deferred interest." Under the Note, I must pay interest on the amount added to the principal balance at the same rate of interest I am required to pay on the outstanding loan balance each month.

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY, AND HAS THE POTENTIAL FOR NEGATIVE AMORTIZATION.

(Property Address)

2320 WEST GREENLEAF AVENUE  
CHICAGO, ILLINOIS 60645

also signed this day, and covers my property as described in the Security Instrument and located at: (the "Lender").

The Security Instrument secures my Note (the "Note") to THE GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION

THIS ADJUSTABLE RATE RIDER dated MARCH 28, 1990

ADJUSTABLE RATE RIDER  
ARM-G  
PERIODIC CAP

Loan No. 0-812392-1