90264931

DEPT-01 RECORDING \$18.25 T#4444 TRAN 4758 06/06/90 10:36:00 #5060 # D \*-90-264991 COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

### MORTGAGE

240005470

THIS MORTGAGE ("Security Instrument") is given on MAY 31 ATUL KUMAR AND PRITI KUMAR, HUSBAND AND WIFE The mort agor is

("Borrower"). This Security Instrument is given to AMERICAN NATIONAL BANK OF LANSING

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 3115 RIDGE ROAD

LANSING, ILLINOIS 6 ) 43 8 ("Lender").

Borrower owes Lender the principal sum of THIRTY THOUSAND AND NO 100

Dollars (U.S. 3 30,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrume it ("Note"), which provides for monthly payments, with the full debt, if not JUNE I 2005 paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debi-videnced 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 Borrow r'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:

UNIT 96 TOGETHER WITH ITS UNDIVIDED PURCENTAGE INTEREST IN THE COMMON ELEMENTS IN LYNWOOD TERRACE CONDOMINIUM NUMBER 4 AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21969531, AS AMENDED FROM TIME TO TIME, IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE TAIRD PRINCIPAL MERIDIAN, Stort's Office IN COOK COUNTY, ILLINOIS.

33-07-316-014-1020

which has the address of 20168 WILLOW DRIVE

Illinois

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83

6F(IL) wedge

VMP MORTGAGE FORMS \* (313)293-8100 \* (800)521-7291

Amended 5/87

UNOFFIC	SIY Capa daos abaristicada daos abaristicada da		
	AMERICAN UATIONAL BANK		
	RECORD AND RETURN TO:		
July peron	DESTRING, IL 60438  Cindy Kenney  Cindy Kenney  Cindy Kenney  My Commission (Pines 90.8/9)		
· · ·	My Commission expires:		
OP 91, YEM TO YEB	Given under my hand and official seal, this 31st		
	set forth.		
ree and voluntary act, for the uses and purposes therein	AIZHT as morning institution delivered the said institution as		
this day in person, and acknowledged that T heY	subscribed to the foregoing instrument, appeared before me		
10 be the same person(s) whose name (s)	, personally known to me		
MAR, HUSBAND AND WIFF	do hereby certify that ATUL, KUMAR AND PRITI KU		
, a Notary Public in and for said county and state,	l. The Understgned		
County ss:	STATE OF ILLINOIS, Cook		
Ox			
	CSpace Below This Line For		
Bellower			
(les?)			
(S) (lisS)			
PRITI KUMAR/HIS WIFEBOHOWER			
(Scal)			
OF KOMPTE (Scal)	TA T		
IHIN.	and in any rider(s) executed by Borrower and recorded with it		
BY SIGNING BELOW, Borre, ver accepts and agrees to the terms and covenants contained in this Security Instrument			
	Other(s) [specify]		
Development Rider	Graduated Pay nent Rider Planned Unit L		
Rider XX 1—4 Family Rider	XX Adjustairie Rider Condominium		
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.  23. Riders 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 jovenants and agreements of this Security Instrument. [Check applicable box(es)]			
Do. Lender in Possession. Upon acceleration under paragraph 19 or abandonnient 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. Any rents collected by Lender or the receiver shall be applied first to payment of the Property and collection of rents, including, but not limited to, receiver's fees, premiums 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 attorneys' fees, and then to the sums secured by this Security Instrument.  21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument, without charge to Borrower, Borrower shall pay any recordation costs.			
of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure 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, 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 noncexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the acceleration and foreclosure. If the default is not cured on the orton the information that the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by 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, but not limited to, reasonable attorneys' fees and costs of title evidence.			

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach

UNIFORM COVENANTS. Bonover and Lander cavenany and lange stollars 5 3 9 9 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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

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 extrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, wher promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds had by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make the deficiency in one or more payments as required by Lender.

Upon payment in all of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. Hunder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sole of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the far is 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 ne late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under parage aph 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 Scourity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or in re 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 Londer'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 no mpt 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 prid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the instrance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to ripa r 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.

If Borrower fails to perform the 7. Protection of Lender'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 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.

### JNOFFICIAL

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this fecurity Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as I content may fecurity 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 portower, 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 (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: 18. Borrower's Right to Reinstate.

If Borrower meets certain conditions, Borrower half 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 of a indement enforcing this Security Instrument of the Property pursuant to any power of sale contained in this Security Instrument of a indement enforcing this Security Instrument of the Property pursuant to any power of sale contained in this

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

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

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

federal law as of the date of this Security Instrument. person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

Note are declared to be severable.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the in this paragraph.

Property Address or any other address Borrower designates by notice to Lender. Any retrice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by rotice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided in this Security Instrument shall be deemed to have been given to Borrower of Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower of Lender when given by the same of the sam paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instructor, 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 method.

may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall ta te the steps specified in the second paragraph of

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 unenforces le according to its terms. Lender, at its option, remdering any provision of the Note or this Security Instrument unenforces le according to its terms. Lender, at its option, remains any provision of the Note or this Security Instrument unenforces.

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. It a refund reduces principal, the reduction will be treated as a necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 12. Loan Charges. If the loan secured by the loan treatment is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interpreted in connection with the loan exceed the permitted limits, if en (a) any such loan charge shall be reduced by the amount connection with the loan exceed the permitted limits, if en (a) any such loan charge shall be reduced by the amount

that Borrower's consent.

the sums secured by this Security Instrument: 2.14 (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations vith regard to the terms of this Security Instrument or the Note without of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument only to mortgage, grant and convey 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 Lnd of the terms of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property Lnd of the terms of this Security Instrument; shall not be a waiver of or preclude it cound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind an 1b nofit the successors and assigns of Lender and Borrower, subject to the provisions

by the original Borrower or Borrower's successors in interest. Any forbeatance by Lender in exercising any right or remedy Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify in ortization of the sums secured by this Security Instrument by reason of any demand made interest of Borrower at all not operate to release the liability of the original Borrower or Borrower's successors in interest.

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

10. Borrov et 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

to the sums secured by this Security Instrument, whether or not then due. Unless I and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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

paid to Borrower.

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 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 sums secured the enduced by the sums secured immediately the amount of the sums secured immediately

assigned and shall be paid to Lender.

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 shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8, Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

### UNOFFICIAL GOPY 9 9 1

#### ADJUSTABLE RATE RIDER

(1 Year Trensury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of MAY . 19 90, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to AMERICAN NATIONAL BANK OF LANSING

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

20168 WILLOW DRIVE, LYNWOOD, ILLINOIS 60411

[Property Address]

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

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows.

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may the 12 on the first day of JUNE, 19 91, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 1.0.250 % or less than 6.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding tirely months. My interest rate will never be greater than 13.250 %.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes

#### (F) Notice of Changes

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

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

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

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

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

Borrower in writing.

Form 3111 3/85

## **UNOFFICIAL COPY**

		33-07-316-014-1020
-Borrower	<b>O</b> 4	
( Seal)	70	
(Seal) -Borrower		
(12-3)	9	
(Seal)	PRITI KUMARANTS WIFE	
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(Scal)	ATUL KIN AR	
., _,	700	

Rider.

BY Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate

90264331

### 

THIS CONDOMINIUM RIDER is made this

31 ST

day of MAY

1990

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AMERICAN NATIONAL BANK OF LANSING

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at

#### 20168 WILLOW DRIVE, LYNWOOD, ILLINOIS 60411

(Property Address)

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: LYNWOOD TERRACE

#### (Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominion Obligations Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by—laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues are a sessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance to long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the pariods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage " then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazed insurance on the Property; and
- (ii) Borrower's obligation under Uniterm Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice crany lapse in required hazard insurance coverage.

In the event of a distribution of hazard incurrence proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim (or damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any prot of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereor, assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumant as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the rovision is for the express banefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insur nee coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies: If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

terms and provisions contained in this Con	dominium Rider.
a Athan	(Seal)
ATUL KUMAR	-Borrower
J Putikunan	(Seal)
PRITI KUMAR	-Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower
	(Sign Original Only)

# **UNOFFICIAL COPY**

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