

UNOFFICIAL COPY

91588166

91588166
BOX 370

91588166

DELIVER TO
BOX 166

[Space Above This Line For Recording Data]

ADJUSTABLE RATE MORTGAGE

- . DEPT-01 RECORDING \$21.00
- . T#4444 TRAN 6461 11/07/91 16147100
- : #7005 D 91-588166
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 8, 1991. The mortgagor is VIDAS P. JUZENAS, A SINGLE UNMARRIED PERSON AND IGNAS JUZENAS AND ELVYRA HIS WIFE TO PARCEL #1. IGNAS JUZENAS AND ELVYRA JUZENAS, HIS WIFE TO PARCEL #2. ("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 ("Lender"). Borrower owes Lender the principal sum of FOUR HUNDRED THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 400,000.00)

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 NOVEMBER 1, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (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:

PARCEL 1: LOT 61 IN HUNDLEY'S RESUBDIVISION OF BLOCK 40 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #14-21-313-008-0000

PARCEL 2: LOT 6 IN BLOCK 78 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT #9, A SUBDIVISION QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #23-25-430-010-0000

which has the address of 739 WEST MELROSE, CHICAGO [Street, City],
Illinois 60657, [Zip Code] ("Property Address");

12642 South 73rd Court, Palos Heights, Illinois 60463 addn, sec.
ILLINOIS-Single Family-Fannie Mae Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

S-6R(IL) 9/01

LVP MORTGAGE FORMS - 1313293 8100 - 8004821 7291

A.T.G.F.
BOX 370

21/13

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9/90

ALGERD P. OSTIS	MY COMMISSION EXPIRED MAY 11, 1992
OFFICIAL SEAL	BOX 3701
Form 3014	Page 0 of 8

This instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK, IL 60642-1984

DOROTHY MYCZER

My Commission Expires: July 11, 1992

Given under my hand and official seal, this 8 - th day of July, 1991, free and voluntary act, for the uses and purposes herein set forth, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the person(s) personally known to me to be the same person(s) whose name(s)

IGNAS JUZENAS AND ELYRA JUZENAS, HIS WIFE TO PARCEL #2.

VIDAS P. JUZENAS, A SINGLE UNMARRIED PERSON AND
that

a Notary Public in and for said county and state do hereby certify

Cook County ss:

I, ALGERD P. OSTIS

Social Security Number: 346-34-0087 (Seal)
Borrower

Social Security Number: 346-34-0087 (Seal)
Borrower

Social Security Number: 346-34-0087 (Seal)
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and
in any rider(s) executed by Borrower and recorded with it.

- (Check applicable boxes)
- Adjustable Rate Rider
 - Condominium Rider
 - Biweekly Payment Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider

Security Instruments and agreements of this Security Instrument as all the riders) were a part of this Security Instrument. The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement Security Instruments. If one or more riders are executed by Borrower and recorded together with this instrument.

99-13816

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

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall take up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 (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 take one or more of the actions set forth above within 10 days of the giving of notice.

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21. Acceleration of Repayment; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date on which the default must be cured; and (b) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) 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 sums received by Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non-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 exercise immediately the remedies provided in paragraph 21, including, but not limited to, reasonable attorney's fees and costs of little expedite.

22. 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 recording costs.

23. Writter of Foreclosure; Borrower will give notice to homelesland execmption in the Property.

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Borrower shall promptly file under written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Project and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, [if Borrower learns, or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Project is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Substances.

19. Sale of Note: Chi nge of Loan Service. The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Service. Unrelated to a sale of the Note, if there is a change of the Loan Service, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

18. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument if any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for retinues) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment confirming this Security Instrument. Those conditions are that Borrower: (a) pays all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had occurred; and (c) complies with all terms of this Security Instrument. Upon noncompliance by Borrower, this Security Instrument may reasonably require Lender to pay the sums secured by 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 until compliance is achieved. Upon noncompliance by Borrower, this Security instrument and the obligations secured thereby shall continue in full force and effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

In the event of a security breach or other emergency, Lender shall give Borrower notice of such emergency as soon as practicable, except to the extent that such notice would violate applicable law. Such notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this instrument. Security interest in instruments without further notice or demand on Borrower.

1). Transistor or the Proprietary or a Beneficial Interest in Borrower. It all or any part of the Proprietary or any interest in, 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, in its option, require immediate payment in full of all sums accrued by Securitization instrument. However, this option shall not be exercisable by Lender if exercised by federal law as of the date of this Securitization instrument.

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5. Hazard or Property 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, including floods or flooding, 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 21 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. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. 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 forfeiture or to enforce laws or regulations), 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.

8. Mortgage Insurance. 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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16. Borrower shall be given one copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Repayment is located. In the event that any provision of this Security Instrument or the Note is held invalid, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

13. **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 intent of either loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceed permitted charges will be reduced to the permitted limit; and (c) any sum which exceeds permitted charges will be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment 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 payment to Borrower.

12. **Accessories and Assemblies Bound:** Subject and Several Instruments 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 shall bind and benefit the co-signers and successors of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's liability shall be limited to the terms of this Security Instrument or the Note without limit Borrower's consent.

Utilises Leander and Borrower alternatively agree to in writing, any application of proceeds to principal shall not exceed or postpone the due date of the montly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is condemned by the owner, or if, after notice by Lender to Borrower that the condemner offers to make up award or settle claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to commence action to restore or repatriate the Property or to the sum secured by this Security Instrument, whether or not then due.

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 the same are then due; whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the same are then due.

10. Condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to [redacted] and/or

Borrower notice at the time of or prior to an inspection specifies reasonable cause for the inspection.

The premiums required to maintain insurance in effect, or to provide a loss reserve, until the realization of more tangible ends in accordance with written agreement between Borrower and Lender or applicable law.

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 8TH day of OCTOBER, 1991, 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

STANDARD FEDERAL BANK FOR SAVINGS
4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 (the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:

739 WEST MELROSE **CHICAGO** **IL 60657**
12642 South 73rd Court Palos Heights, IL 60463, addn. sec.
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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NOX 37A
A.T.G.F.

Form 3170 S/80

Page 2 of 2

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

ELVYRA JUZENAS

JOAQUIN JUZENAS

VIDAS P JUZENAS

BOX 166
DELIVER TO

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-4
permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies
in the event of a breach under any note or agreement in which

Rents of the Property shall remain when all the sums secured by the Security instrument are paid in full.

Rents shall not cure or waive any default or invalidity under any other right or remedy of Lender. This assignment of
Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application

control of or minutiae in the Property before or after giving notice of default to Borrower. However, Lender, or
Lender, or Lender's agents or a judicially appointed receiver, shall not be entitled to enter upon,

not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not exceeded any prior assignment of the Rents and has
of Borrower to Lender accrued by the Security instrument pursuant to Uniform Coverage Z.

Property and of collecting the Rents, may funds expended by Lender for such purposes shall become indebtedness
of the Rents of the Property due and sufficient to cover the costs of taking control of and managing the

showing as to the inadequacy of the Property as security.

possession of and manage the Property and collect the Rents and profits derived from the Property without any
only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take
Security instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for
laundering program fees, taxes, assessments and other charges on the Property, and then to the sums secured by the
not limited to attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs,
applied first, to the costs of taking control of and managing the Property and collecting the Rents, including, but
tenant; (vi) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be
Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the
shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the
is trustee for the benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender
if Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower
in assignment for additional security only.

use to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not
subject to paragraph 21 of the Security instrument and (ii) Lender has given notice to the tenant(s) that the Rents
Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given notice to Lender or
Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or
the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of
H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

91505166

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5001042121
ARM PLAN NO. 0020

ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 8TH day of OCTOBER , 19 91 , 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 STANDARD FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

739 WEST MELROSE

CHICAGO

IL

60657

[Property Address]
12642 South 73rd Court Palos Heights, Illinois 60463 addn. sec.

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 9.000 %. 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 change on the first day of NOVEMBER 1 , 19 96 , 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 Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate 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 will be the new amount 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 14.000 % or less than 9.000 %. 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 twelve months. My interest rate will never be greater than 15.000 % NOR LESS THAN 9.000 %.

(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 again.

(F) Notice of Changes

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

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

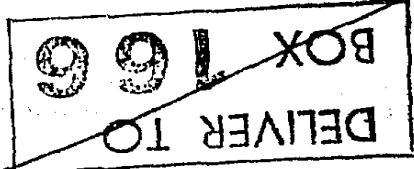
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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

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

UNOFFICIAL COPY

Box 370
A.T.G.E.



SINGH

VILDAS P JUZENAS	Borrows (Seal)
VIDAS P JUZENAS	Borrows (Seal)
ELVYRA JUZENAS	Borrows (Seal)
ELVYRA JUZENAS	Borrows (Seal)
ELVYRA JUZENAS	Borrows (Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration, if Lender exercises the option to require immediate payment in full, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.