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91252649

A. T. G. F. **BOX 370**

[Space Above This Line For Recording Data]

MORTGAGE

May 16, 1991 THIS MORTGAGE ("Security Instrument") is given on-⁹¹The mortgagor is CHRISTIAN J. KELLER and ANGELA S. KELLER, HIS WIFE

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

First Federal Savings Bank of Indiana

which is organized and existing under the laws of Indiana 8400 Louisiana, Mercillville, IN

, and whose address is

("Lender").

Borrower owes Lender the principe! sum of No/100

One Hundred Fifty-Two Thousand One Hundred and

Dollar. (U.S. 5

152,100,00). 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 March 15 2013. This Security Instrument This Security Instrument paid earlier, due and payable on secures to Lender: (a) the repayment of the deterpidenced 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 Borroy, or'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

LOT 15 IN BLOCK 6 IN C.T. YERKES' SUBDIVISION OF BLOCKS 33,34,35,36,41,42,43 AND 44 ALL IN SUBIDIVISION OF SECTION 19, TOWNSA'P 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 C? THE NORTHEAST 1/4 THEREOF AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF OF TWO EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS. PERMANENT INDEX NO. 14-19-310-015

which has the address of

3423 N. OAKLEY

CHECAGO

Hinois

("Property Address");

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

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

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.

> A. T. G. F. BOX 370

Form 3014 12/83

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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

01252649

A.D.T.A OVE XOB

UNOFFICIAL COPY

1	WA COMMISSION EXP MER 24,1995 NOTARY FUELIC STATE OF ILLINOIS		
Motery Public	ANNALA KELLENER WEGOLOWSKI		
(that well letter we love to			
	My Commission expires: 3 (2)		
(901, YAM 10 yeb 31	Given under my hand and official seal, this		
maran, randing our care and to han Continue of the care	set forth.		
FR Itee and voluntary act, for the uses and purposes therein	. •		
efore me this day in person, and acknowledged that 7 he			
wn to me to be the same person(s) whose nances	5 0 · · · · ·		
ENER AND ANDERS RELIER			
, a Notary Public in and for said county and state,	I. THE UNDERSOLUED		
COOK County ss:	STATE OF ILLINOIS,		
w This Line for Acknowledging in	oled eace Belo		
Seal)			
ANGELA ST KELLER T -BOHOWBI			
May la 3. Jolla (Scal)			
CHRISTIAN J. KELLER (Seal)			
CHRISTIAN J. KELLER (Seal)	, ,		
(Seal) - Borrower - Borrower	1/2		
William Dadrost DA	Instrument and in any rider(s) executed by Borrower an		
agrees to the terms and covenants contained in this Security			
; t der	X Other(s) [specify] Bimsekly Note F		
ed Unit Development Rider	Graduated Paymen Rider Planne		
Tabis Rider 🗀 🏞 Family Rider			
22, Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. 23, River 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, pricable box(es)]			
Il pay any recordation costs.	Instrument without charge to Borrower. Borrower sha		
ed by this Security Instrument, Lender shall release this Security	receiver's bonds and reasonable attorneys' fees, and the		
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on			
e shall specify: (a) the default; (b) the action required to cure the the notice is given to Borrower, by which the default must be cured; e date specified in the notice may result in acceleration of the sums adicial proceding and sale of the Property. The notice shall further action and the right to assert in the foreclosure proceeding the noncert to acceleration and foreclosure. If the default is not cured on or extron may require immediate payment in full of all sums secured by id may foreclose this Security Instrument by Judicial proceeding, in may foreclose this Security Instrument by judicial proceeding.	unless applicable law provides otherwise). The notice date default; (c) a date, not less than 30 days from the date and (d) that failure to cure the default on or before the accured by this Security Instrument, foreclosure by this secured by this security instrument to exter acceler inform Borrower of the right to reinstate after acceler existence of a default or any other defense of Borrow before the date specified in the notice, Lender at its of before the date specified in the notice, Lender at its of this Security lastrument without further demand and this Security lastrument without further demand and		
Acceleration; 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 paragraphs 13 and 17			

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

UNIFORM COVENANTS HOPTONE and Lender Covenand and Lender Covenand Lender Coven

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 payrier 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 again so the sums secured by this Security Instrument.

3. Application of Phyroents. 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 is the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person ower 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 lie, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation seer red 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 take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Horrower shall keep the improve arms 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 shull include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Fortower 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 (xees) paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the faurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceed, 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 just 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 Horrower 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.

occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's easonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's easonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration Security Instrument, or (6) and of a judgment enforcing this Security Instrument. Those conditions are that Borrower. applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 days (or such other period as 18. Borrower's Right to Reinstate. If Borrower meets certain conditions. Borrower shall have the right to have

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 Secur. y 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 and Borrower is not a natural interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural interest in hill of all supports.

Note are declared to be severable:

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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security It strament or the Note which can be given effect without the conflict shall not affect other provisions of this Security It strament or the Note which can be given effect without the conflict shall not affect other provisions of this Security It strament and the

provided for in this Security Instrument shall be deemed to have been given to Borrower or i.e. der when given as provided

Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice 14. Sotices. 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

71 dqsragaraq 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 take the steps specified in the second paragraph of 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 unenforce ab a according to its terms, Lender, at its option,

under the Protect of any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights, If enactment or expiration of applicable laws has the effect of under the Note or by making a direct payment to Borrower. It a refut d reduces principal, the reduction will be treated as a permitted limits will be refunded to Borrower. Lender may chouse to make this refund by reducing the principal owed connection with the loan exceed the permitted limits, th m; (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

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 interpreted or other loan charges collected or to be collected in charges, and that law is finally interpreted so that the interpreted in the interpreted so that the interpreted by the content in the interpreted by the interpreted by the interpreted by the content in the interpreted by the interprete

that Borrower's consent.

modify, forbear or make any accommodations with Jegard to the terms of this Security Instrument or the Note without the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to extend, that Borrower's interest in the Property in der the terms of this Security Instrument; (b) is not personally obligated to pay Instrument but does not execute the Note; (a) is co-signing this Secutity instrument only to mortgage, grant and convey of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security shall not be a waiver of or preclude 1 or exercise of any right or remedy.

II. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and for off the successors and assigns of Lender and Borrower, subject to the provisions

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

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

10. Borrowe, "tot Released, Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amo. 17 dion of the sums secured by this Security Instrument granted by Lender to any successor in

Unless & der and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

to the sums secured by this Security Instrument, whether or not then due. 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.

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

assigned and shall be paid to Lender.

any condemnation or other taking of any part of the Property, or for conveyance in ficu of condemnation, are hereby 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

Borrosser shall pay the premiums required to maintain the insurance in offect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

Form 3111 3/86

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(I Year Treasury Index - Rate Cops)

A T.G.F. BOX 370

ibth day of , 19 91, and is May THIS ADJUSTABLE RATE RIDER is made this. 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 "Bottowet") to secure Bortower's Adjustable Rate Note (the "Note") to First Federal Savings Bank of Indiana

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

in the Security Instrument and located at: 3423 N. OAKLEY, CHICAGO, II. 60618

[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 BOR-AND THE MINIMUM RATE I MUST PAY. ROWER MUST PAY.

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

A. INTEREST RAYE AND MONTHLY PAYMENT CHANGES. The Note provides for the variet interest rate of $\frac{94000}{8}$. 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 chap a on the first day of Мау . 19 94, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Beginning with the first Change Date, ray interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury security, adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index Egure 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 Hold r 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 Three-Fourth percentage points (2.7500 %) to the Curent Index. The Note Holder will then round Two and the result of this addition to the nearest one-eighth of one percent go point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interestrate 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 ful on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the rew 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 \(\textstyle \) 11.0000 \(\text{o} \) or less than 8,2500 %. 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 1.2500 15,0000 Φ₀ OR LESS THAN interest rate will never be greater than

(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 arenthly 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:

Fransfer 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 aatural 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 I ender 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.

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(Seal)	Unouta & Till
13WOTTOEL-	CHRISTIAN 1. KELLER
(lsa2)	Thuise I The Old

Rate Rider.

S2)186 F BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable

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

UNOFFICIALECOPY

Assignment of Rents

A.T.G.F.

THIS 1-4 FAMILY RIDER is made this 16th day of MAY . 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 FIRST FEDERAL SAVINGS BANK OF INDIANA of the same date and covering the property described in the Security Instrument and located at:

3423 N. LINCOLN AVE., CHICACO, II. 60618 (Properly 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, USE OF PROPERTY; COMPLIANCE WITH LAW, Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. SUBORPAGATE 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.
- C. RENT LOSS NS URANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is r quared by Uniform Covenant 5.
 - D. "BORROWER'S RIGNT TO REINSTATE" DELETED, Uniform Covenant 18 is deleted.
- E. 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 E, the word "lease" shall mean "sublease" if the Socurity Instrument is on a leasehold
- F. ASSIGNMENT OF RENTS. Borrowe, a conditionally assigns and transfers to I ender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender of Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in any Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Horrower: (i) all ren's received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each 1 mant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the arrant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 15

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

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Million f. Hollic	(Scal)
CHRISTIAN J. KELLER	Borrower
Angelos, Keller	(Seal)
	(Seal)
	(Seal)

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument

UNOFFICIAL COPY

BI-WEEKLY NOTE RIDER

(For Security Instrument)

This BI-WEEKLY PAYMENT RIDER is made this	day of
May	$\frac{91}{2}$, and is incorporated into and shall
be deemed to amend and supplement the Mortgage, Instrument") to secure Borrower's Promissory Note (th OF INDIANA (the "Lender") and covering the proper	Deed of Trust, or Security Deed (the "Security he "Note") to FIRST FEDERAL SAVINGS BANK
at: 3423 N. OAKLEY, CHICAGO, IL 60618	
(Property A A Iress)	

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

1. FUNDS FOR TAXES AND INSURANCE.

Uniform Covenant 2 of the Security Agreement is amended to read as follows:

Funds for Taxes and Insurance. Subject to the applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-fourth of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (b) yearly leasehold pay ments 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 are on the basis of current data and reasonable estimates of future escrow items. Whenever a third bi-weekly rayment is made during one month, the third payment will be spread as follows: any accrued interest will be collected and the remainder of the payment will be applied to principal. There will be no payment to the escroy, fund.

The Funds shall be held in an institution the deposits or accounts of vench are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution), beader shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the foods, 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. The Funds are pledge for additional security for the sums secured by their Security Instrument.

Periodically an escrow analysis is performed by the Lender. If the amount of the Funds held by Lender, together with the future bi-weekly 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 Borrower shall have the option to have the excess Funds either repaid to Borrower or credited to Borrower on bi-weekly payments of Funds. This option is only available whenever the Lender performs their periodic analysis of the escrow account. If the amount of 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 the 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 of 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.

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2. PAYMENTS. UNOFFICIAL COPY

A) Time and Place of Payments.