

UNOFFICIAL COPY

91296027

LOAN # 1719326

PREPARED BY AND MAIL TO:

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

91296027

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 18th, 1991

The mortgagor is

CHRISTOPHER D. JOYCE and
KATHLEEN A. JOYCE, HUSBAND and WIFE

("Borrower"). This Security Instrument is given to
FIRST CHICAGO BANK OF OAK PARK

DEPT-01 RECORDING \$18.96
TRK2222 TRAN 2537 06/19/91 11:59:00
#3828 # B *-91-296027
COOK COUNTY RECORDER

which is organized and existing under the laws of
address is 1048 WEST LAKE STREET

THE STATE OF ILLINOIS

, and whose

OAK PARK, IL 60301 ("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED & 00/100

Dollars (U.S. \$ 237,600.00).

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 JULY 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

TAX ID #: 16-07-402-013 COOK County, Illinois

LOT 8 IN BLOCK 1 IN BLACKSTONE ADDITION TO OAK PARK, BEING A SUBDIVISION OF THAT
PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 19.50
CHAINS THEREOF IN COOK COUNTY, ILLINOIS.

51296027

which has the address of 112 S. WESLEY AVENUE

OAK PARK

(Street, City).

Illinois 60302 ("Property Address")

(Zip Code)

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 5

1719326

VIP MORTGAGE FORMS - (312)203-8100 - (800)521-7221



Form 3014 9/90

Printed: KAT

CPO

UNOFFICIAL COPY

COPIED

Page 2 of 6
Form 3014-9/90

Page 2 of 6 (9/90)

of the actions set forth above within 10 days of the giving of notice.

Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to remove it. Lender's debt instrument that any part of the Property is subject to a lien which may attach priority over this Security Instrument if (c) occurs from the holder of the lien an agreement satisfactory to Lender subordinating the lien to Lender's assignment of the lien, or (d) convenes a meeting of the lien in, legal proceedings which in the Lender's opinion operate to prevent the winding up of the payment of the obligation secured by the lien in a manner acceptable to Lender; (e) contains in good faith the lien borrowing shall promptly discharge any 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 regarding the payment.

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time due daily to the which may, within priority over this Security Instrument, and Lender's payments of ground rents, if any. Borrower shall pay these 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; fifth, to any late charges due under the Note; amounts paid under paragraphs 1 and 2 shall be applied to any prepayment charges due under the Note; amounts paid under paragraphs 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs Security Instrument.

Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit; a tenant the sums secured by his held by Lender; (c), under paragraph 21, Lender shall acquire or sell the Property; Lender prior to the acquisition or sale of the Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds monthly payments, at Lender's sole discretion.

Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve not sufficient to pay the Escrow items when due, Lender may so notify Borrower; and, in such case, Receiver shall pay the excess Funds in accordance with the requirements of applicable law. The amount of the Funds held by Lender at any time is if the Funds held by Lender exceeded the amounts permitted to be held by Borrower for

The Funds are pledged as additional security for all sums secured by this Security Instrument. Lender's accountings of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was unusual interest to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an item in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by However, Lender may require Borrower to pay a one-time charge for the services of Lender to make such a charge. The Escrow items, unless Lender pays Borrower applicable law permits Lender to hold the Funds and apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annuallyanalyzing the escrow account, or verifying the funds. Lender, if Lender is such an institution, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or ability (including otherwise in accordance with applicable law.

estimate the amount of Funds due on the basis of current data and reasonable consummation of future Escrow items or amount if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may demand from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds less as mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." any; (e) yearly mortgage insurance premiums; if any; and (f) any sums payable by Borrower to Lender; in accordance with the of ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if and assessments which may alien priority over this Security Instrument as a lien on the Property; (g) (a) yearly taxes 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 leasehold payments 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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.

BORROWER COVENANTS. That Borrower is lawfully seized of the estate hereby conveyed and has the right to manage and 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.

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 improvements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

UNOFFICIAL COPY

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 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

UNOFFICIAL COPY

15. Governing Law; Severability. This Security instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security instrument or the Note is unconstitutional or conflictive with applicable law, 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.

14. Notices. Any notice to Boltowcar provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless application law requires use of another method. The notice shall be directed to the Property Address or any other address Boltowcar designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or to any other address Lender designates by notice to Boltowcar. Any notice to Boltowcar shall be given by first class mail to Boltowcar at its principal place of business or at its address as provided for in this Security Instrument.

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 interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower under Note.

12. Successors and Assigns Bound; Joint and Several Liability; C-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to witnessage, great and ordinary debts secured by this Security instrument or the terms of this Security instrument or the Note, and (b) is liable for the debts of Borrower's successors and assigns under this Security instrument only if such successor or assignee is named in the Note.

11. Borrower Not Responsible; Forbearance; Note a Waiver. Extension of the time for payment of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest Lender shall not be required to make any payment to Lender under this Note if Lender fails to demand payment of any sums secured by this Security Instrument by reason of its failure to exercise or waive or preclude the exercise of any interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy available to Lender.

is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the sum secured by this Security Instrument, whichever is less than due.

If the Property is alienated by Borrower, or it, after notice by Lender within 30 days after the date the notice is given, Lender shall have the right to demand payment of all amounts due. Borrower fails to extend to Lender within 30 days after the date the notice is given, Lender may sue for such a claim for damages. Borrower fails to extend to Lender within 30 days after the date the notice is given, Lender may sue for such a claim for damages.

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

11. **Security Instrument.** In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument.

payments may no longer be required, at the option of Lender, if monaglece insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to maintain monaglece insurance in effect or to provide a loss reserve, until the requirement for monaglece insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

UNOFFICIAL COPY

27

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 and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had 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 obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, 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 Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 recordation costs.

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

91296027

UNOFFICIAL COPY

Form 301a 9190

6R(11) 19101 RECORD AND RETURN TO: MIDLWEST MOTOR SERVICES INC.

1901 SOUTH MICHIGAN AVENUE, SUITE 300 OAKBROOK TERRACE, IL 60521

JENNIFER DEMIRO

This instrument was prepared by

X-ray Photo

1991.

Given under my hand and acknowledged this day of June 18th, 1991, to the foregoing instrument, appeared before me this day in person, and acknowledged that it is signed and delivered in accordance with law; and acknowledge that the parties thereto set forth personally known to me to be the same person(s) whose name(s)

Christopher D. Joyce and Kathleen A. Joyce, his wife

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

i. the undersigned

STATE OF ILLINOIS,
Social Security Number

KATHLEEN A. JOYCE 394-58-6730 (Scal)
Social Security Number
County ss:

Borrower
(Scal)

KATHLEEN A. JOYCE 5 (Scal)
Social Security Number 394-58-6730 (Scal)
Social Security Number 321-58-6682 (Scal)

Borrower
(Scal)

CHRISTOPHER D. JOYCE (Scal)
Social Security Number 321-58-6682 (Scal)
Signature of a spouse (Scal)

Witnesses
(Scal)

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

- [Check applicable boxes] Adjustable Rate Rider Biweekly Payment Rider Graduated Payment Rider Monthly Rider V.A. Rider
 Condominium Rider Biweekly Payment Rider Graduated Payment Rider Monthly Rider V.A. Rider
 Adustable Rate Rider Biweekly Payment Rider Graduated Payment Rider Monthly Rider V.A. Rider
 Other(s) (Specify)

24. 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

33-135027

ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 18th day of JUNE .19 91 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to

FIRST CHICAGO BANK OF OAK PARK
("Lender") of the same date and covering the property described in the Mortgage and located at:

112 S. WESLEY AVENUE OAK PARK, ILLINOIS 60302

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT

The Note provides for an initial interest rate of 9.375 % and a first Change Date of JULY, 19 96. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES"**(A) General.**

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

(B) Change Dates.

The interest rate I pay may change on the first Change Date and every 6 months following the first Change Date. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on the 1st day of the month following each Change Date.

(C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the index value on the first Change Date cannot be predicted, the Index value for the month of JUNE .19 91 was 6.030 %.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

(D) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and I can payment in accordance with Section 4(G).

(E) Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 4.000 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 5.000 percentage points.

(F) 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 on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

(G) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days but no more than 120 days before there is a change in my monthly payment. This notice will include all information required by law.

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

Christopher D. Joyce _____ (Seal)
CHRISTOPHER D. JOYCE Borrower

Kathleen A. Joyce _____ (Seal)
KATHLEEN A. JOYCE Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

{Sign Original Only}

UNOFFICIAL COPY

RECEIVED IN THE CLERK'S OFFICE OF COOK COUNTY, ILLINOIS

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

APPENDIX

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/10/2019 BY SP/SP