## UNOFFICIAL COPY

91390279

## **MORTGAGE**

July 30 THIS MORTGAGE ("Security Instrument") is given on July 30
The mortgagor is MOHAMMED A. BASITH AND BILQUIS BASITH, HUSBAND AND WIFE ..... ("Borrower"). This Security Instrument is given to Becurity. Financial & Mortgage Corporation D/B/A Metro East Security MortgageCorp, which is organized and existing Mortgage Corporation Utota electricity and whose address is 12444 Powerscourt under the laws of State of Missouri and Missouri and State of Missouri and M 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 August 01, 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 In runent; 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 prop-...... County, Illinois: erty located in ....

LOT 30 IN BLOCK 4 IN OLIVER SALINGER AND COMPANY'S Kimball BOULEVARD ADDITION TO NORTH EDGEWATER SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF RIGHT OF WAY OF THE NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO, COOK COUNTY, ILLINOIS.

PERMANENT TAX INIEX: 13-02-404-029

STEELES BEFORESING \$17.29 \*\$/7/7 TERM 1854 08/02/51 10:30:00 #9:50 \* 6 #-91-390279 COOK COUNTY RECONDER

which has the address of Illinois

LAND TITLE COMPANY L-407844-64 265 2 45

5924 N CHRISTIANA AV CHICAGO

60659 [ZIP Code], ("Property Address");

(Street, City),

13
Colonial State of the State 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 expered 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 no 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 encural rances 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 leaschold 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. § 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

14001730

MEA-239-0001 Kev. 2/91
ILLINOIS—Single Family—Female Mea/Freddle Mac UNIFORM INSTRUMENT

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for which each debit to the Funds was made. The Funds are pledged as additional accurity for all sums accured by this Security is made or applicable law requires inscreat to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Bender and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement

instrument. give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose

Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

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, fr. under paragraph 21, Lender shall acquire or sell the Proporty, Lender, prior to the acquisition

secured by this Security Instrument. 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

paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; accoud, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this part graph, it florrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

satisty the lien or take one or and so of the actions set forth above within 10 days of the giving of notice. may attain priority over this Scurity Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall dinating the lien to this Securing Instrument. If Lendor determines that any part of the Property is subject to a lien which prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subortaith the tien by, or define, against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to 'ie, sayment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good Borrower stall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) the payments.

may, at Lender's option, obtain coverage to proce Lender's rights in the Property in accordance with paragraph 7. Lender's approval which shall not be unreseer ably withheld. If Borrower fails to maintain coverage described above, Lender for the periods that Lender requires. The integrance carrier providing the insurance shall be chosen by Borrower subject to including floods or flooding, for which a inder requires insurance. This insurance shall be maintained in the amounts and 5. Hazard or Property Law ance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by free hazards included within the term "extended coverage" and any other hazards,

Lender. Lender may make proof of loss if not made prompily by Borrower. of paid premiums and renewal notices. In the event of the prover shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewas it Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall he succeptable to Lender and shall include a standard mortgage clause. Lender

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 in twuse the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then du. The 30-day period will begin when the notice or to pay sums secured by this Security Instrument, whether or not then du. The 30-day period will begin when the notice applied to the sums secured by this Security Instrument, whether or no then due, with any excess paid to Borrower. If Borrow restoration or repair is not economically feasible or Lende 's a curity would be leasened, the insurance proceeds shall be Unless Lender and Borrower otherwise agree in withing, insurance proceeds shall be applied to restoration or repair of the Property dameged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

or postpone the date date of the monthly payments referred to in paragraphs ; and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to m.g. an trance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the exert of the sums accured by this Security Islam damage to the Property prior to the acquisition shall pass to Lender to the exert of the sums accured by this Security Islam damage to the Property prior to the acquisition shall pass to Lender to the exert of the sums accured by this Security Unless Lender and Borrower otherwise agree in writing, any app iead in or proceeds to principal stail not extend is Biven.

If Borrower acquires fee title to the Property, the leasthold and the fee title shall not merge unless Lender agrees to the 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. information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan interest. Borrower shall also be in default if Borrower, during the loan application process. gave materially false or inscensate interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by c.v.mg the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's could result in forfeiture of the Property or otherwise materially impair the lien created by this Security In. and or Lender's be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Iroletry. Borrower shall for al least one year after the date of occupancy, unless Lender otherwise agrees in writing, and consent shall not be unreasonably withheld, or unless extenuating circumstances exter which are beyond Borrower's equical, Borrower shall not 6. Occupancy, Preservation, Maintenance and Protection of the Property; Morrower's Lonn 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 Lex ower's principal residence. Instrument immediately prior to the acquisition.

this paragraph 7. Lender does not have to do so. paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's (such as a proceeding in bankrupicy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property

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-inamyaq the date of disbursement at the Note rate and shall be payable, with interest, upon notice from London, so Borrower requesting Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear inscreat from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

Security Instrument, Borrower shall pay the premiume required to maintain the mortrage insurance in effect. If, for saiy reason, the mortrage insurance cover after required by Lancer lapses of second to the first wer shall pay the premiums. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage Insurance.

was (page 2 of 4 pages)

au su mi ally equivalent to the libright required to obtain coverage whisly 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 payments may no longer be required, at the option of Lender, if mortgage 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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

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

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.

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

vides, the proceeds nail be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

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

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

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

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

consent.

13. Loan Charges. If the loan secured by this Security Institution is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other long 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 Borroy er which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

in this paragraph.

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

 Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
 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.

aball further inform For over of the right or einstate after acceleration and the right to assert in the foreclosure proceeding the non-curst entered of a lefault or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the data 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 of all sums secured by the Security Instrument by including Lender Art. As can be considered in more accordance in the removing an indicate in more accordance. Lender Art. As can be considered in collect all expenses incrurred in more union the removing more indicated in more accordance. be curred; and (d) has feigure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by link Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice 21. Act eleration; Remedies, Lender ahali give notice to Borrower prior to acceleration following Borrower's breach of any action or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable low 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 caused; and (d) we consider the default anual becaused; and (d) we consider the default anual becaused; and (d) we consider the default anual because and (d) we consider the default anual because and (d) we consider the default anual because and (d) which the default anual because and (d) we consider the default and default anual default and defa

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

that relate to health, safety or environmental protection. pesticides and herbicides, volatile solvents, materials containing sabestes or formaldchyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and taws of the jurisdiction where the Property is located

Borrower shall prointpuy 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, acrosene, other flammable or toxic petroleum products, toxic 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, any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by

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. the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone cise to do, anything affecting 20. Hazardous Subatances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. 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 (known as the "Loan Servicet") that collects monthly payments due under the Note and this Security Instrument. There 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

## UNOFIDE ATTRIBETORY

THIS ADJUSTABLE RATE RIDER is made this 30th day of incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to SECURITY FINANCIAL & MORTGAGE CORPORATION, DBA METRO EAST SECURITY MORTGAGE CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

5924 N CHRISTIANA AV CHICAGO IL 60659

(Property Address)

The Note contains provisions allowing for changes in the interest rate. If the interest rate increases, the Borrower's monthly payments will be higher. If the interest rate decreases, the Borrower's monthly payments will be lower.

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

INTEREST RATE AND MONTHLY PAYMENT CHANGES A.

The Note provides for an initial interest rate of \_ 7.900\_%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE A (D) MONTHLY PAYMENT CHANGES

(A) Change Dates

19 92: August The interest rate 1 4111 pay may change on the first day of and on that day of the month every twelve months 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 7th District Monthly Average Cost of Funds as made available by the Federal Home Loan Bank of Chicago. The most recept Index figure available as of 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 date Holder will give me notice of its choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and ninety-five hundredths percent (2.95%) 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%). This rounded amount will be my new interest rate until the next Change Date, subject to the following interest rate limitations:

- The interest rate shall not be increased on the first change date (i) by more than One percent ( 1.000%) per annum from the original interest rate.
- The interest rate shall not be increased or decreased on each subsequent change (ii)date by more than  $\frac{0\text{ne}}{\text{interest rate in effect for preceding twelve arenths.}}$  per annum from the
- (iii) The interest rate over the life of the loan shall never be adjusted more than 5.000 %) up or down from the original rate.

  oan is 12.100 %. Five percent ( 5.000 The maximum interest rate on this loan is

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

(D) 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.

(E) Notice of Changes

The Note Holder will mail or deliver to me a notice before each Change Date. The notice will advise me of:

- the new interest rate on my loan as of the Change Date, (i)
- (ii) the amount of my monthly payment following the Change Date;(iii) any additional matters which the Note Holder is required to disclose; and
- (iv) the title and telephone numbers of a person who will answer any question I may have regarding the notice.

CHARGES: LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a)

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shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of the notice.

C. MITICE Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated horein.

O) D. WHIPOM SECURITY THETRUMENT; COVERNING LAN; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Vaiform Security Instrument; Coverning Law; Severability. This form of 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. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable laws, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

E. TRANSFER OF THE PROPERTY OR A BEST FIGURE INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. TRANSPER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the Property or an interest therein 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 Lender's option, (e) lare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal 141.

If Lender exercises such option to accelerate Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in witing.

To ... MONE CHARGE If the low secured by the Security Instrument is subject to a law thich sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the PF PI

WITHERS WHENCY, BORROWER HAS EX	CUTED THIS ADJUSTABLE RATE RISER.	
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