

UNOFFICIAL COPY

92497679

412183XK 283

DEPT-01 RECORDING 641.50
T04444 TRAN 1934 07/06/92 1213100
49980 * -92-487679
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 25, 1992. The mortgagor is
JACQUELINE JANZ, an unmarried person.

("Borrower"). This Security Instrument is given to First Federal Savings Bank of Indiana

which is organized and existing under the laws of Indiana, and whose
address is 8400 Louisiana, Merrillville, IN 46410 ("Lender"). Borrower owes Lender the principal sum of
One Hundred Eighty Thousand and No/100 Dollars (U.S. \$ 180,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2022.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to
protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this
Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following
described property located in Cook County, Illinois:

LOT 7 IN AUGUST S. WEHRHEIMS SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 6 (EXCEPT THE
WEST 250 FEET) IN SUBDIVISION OF THAT PART LYING NORTHEAST OF LINCOLN AVENUE OF THE
NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

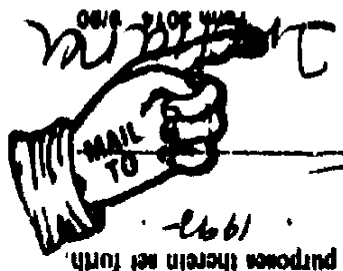
P.I.N. 14-29-114-018

which has the address of 1319 W. NELSON CHICAGO (Street, City),
Illinois 60657 (Zip Code) ("Property Address");

4150

UNOFFICIAL COPY

My Commission Expires 1/17/98
Notary Public, State of Illinois
"OFFICIAL SEAL"
ESTEL A. KREBS



personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 8th day of June 1997.

Jacqueline Janz, an unmarried person

STATE OF ILLINOIS, Cook County, the undersigned, a Notary Public in and for said county and state do hereby certify

Social Security Number _____ (Seal) Borrower
Social Security Number _____ (Seal) Borrower
Social Security Number _____ (Seal) Borrower
Social Security Number _____ (Seal) Borrower
JACQUELINE JANZ 330-44-6432 (Seal) Borrower

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Others [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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. [Check applicable boxes!]

64968726

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

66923-28

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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (w) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith with the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may obtain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

4. **Chargeback Items.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue or be assessed against the Property, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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 accrue or be assessed against the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly fixed 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 "Chargeback Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Chargeback Items or otherwise in accordance with applicable law.

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.

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.

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 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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. 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 damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower's Loan Application, Lawful, Borrower shall occupy, establish, and use the Property as Borrower's principal residence for at least one year after 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 remain, as provided in paragraph 11, 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 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), 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 attorney's 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

649666726

UNOFFICIAL COPY

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 provides, the proceeds shall 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 Security Instrument, whether or not then due.

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 such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification 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 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. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-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 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 Lender 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 Instrument is subject to a law which 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 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. 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 Lender 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 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.

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

92167529

UNOFFICIAL COPY

9 2 1 3 7 1 2 1

COUNTRYWIDE
 WHICH RECORDED MAY 11, 1971
 COUNTRYWIDE BANKING CORPORATION
 188 N. LAMP AVENUE
 P.O. BOX 7137
 PASADENA, CALIFORNIA 91109-7137
 COUNTRYWIDE
 LOAN #: 6767027
 PROGRAM/CLOSING #:

SPACE ABOVE FOR RECORDED USE

ADJUSTABLE RATE RIDER NO. 2

ARM PLAN I, III, X, & XA

THIS ADJUSTABLE RATE RIDER NO. 2 is made this 25th day of 1971, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") bearing the same date as this Rider and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST SECURITY SAVINGS BANK OF INDIANA, (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1212 N. NELSON CHICAGO, IL 60657
(Property Address)

The Note has been modified by means of a Rider to the Note to provide the following:

1. Borrower's new fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (I) if the original term of this Note is greater than 15 years, 30-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery commitments, plus $\frac{1}{8}$ percent (0.125%) rounded to the nearest one-eighth of one percentage point (0.125%), or (II) if the original term of this Note is 15 years or less, 15-year fixed rate conventional mortgages covered by applicable 60-day mandatory delivery commitments, plus $\frac{1}{8}$ percent (0.125%). If the required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine Borrower's interest rate by using comparable information.

2. In order to exercise the Conversion Option, the Note Holder must receive notice between the first and fifth days of any month, and at least 45 days before the intended conversion date, and the Note Holder must receive an executed "Modification Agreement" by the 15th day of that month. If written notice to convert is received after the fifth day of any month, and notice will be treated as having been received on the first business day of the succeeding month. If the executed "Modification Agreement" is not received by the 15th day of the month in which written notice was given, written notice must be resubmitted in the manner set forth above and a new "Modification Agreement" must be executed and received by the Note Holder by the 15th day of that month. Notice of conversion must be given in the manner described in Section 9 of this Note and will be considered to have been given on the day the Note Holder receives it. In order to be entitled to exercise the Conversion Option, Borrower must not have been more than 30 days late in making any monthly payment which was due during the 12 month period before Borrower gave the above notice of intent to exercise the Conversion Option, and Borrower must not have violated any other provision of the Security Instrument during that 12 month period. Exercise of the Conversion Option is not permitted where, upon conversion, the fixed interest rate would exceed the maximum interest rate stated in the Note. In no event shall the rate under this section exceed the maximum rate in Section 4(D) of the Note.

92267679

UNOFFICIAL COPY

3. Borrower will be in default if Borrower violates any provision of the Security Instrument or fails to pay the full amount of each monthly payment on the date it is due. If Borrower is in default, the Note Holder may send Borrower a written notice stating that if Borrower does not correct the violation or pay the overdue amount by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to Borrower.

4. The Note Holder may in its discretion cause the provisions of the Rider to the Note, which are described in Paragraphs 2 through 3 above, to cease to have any force or effect, by giving notice to the Borrower in the manner provided in the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider No. 2.

Dated: June 25, 1992

Jacqueline Janz (Seal)
- Borrower
JACQUELINE JANZ

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

Property of Cook County Clerk's Office

92487679

UNOFFICIAL COPY

THIS ADJUSTABLE RATE NOTE... 19 92... and is loaned to you and shall be deemed to have been repaid... FIRST FEDERAL SAVINGS BANK OF INDIANA (the "Bank") of the

1319 W. PULASKI, CHICAGO, IL 60647

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES
The Note provides for a fixed interest rate of **7.7500** % for the first 90 days of the term of the Note. The Note provides for changes in the adjustable interest rate and the monthly payments as follows:

1. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES
(A) Change Down
The adjustable interest rate will not increase on the first day of **JULY**, 19 **93**, and on that day plus the month thereafter each time on which an adjustable interest rate could change, a "Change Day."

(B) The Index
Beginning with the first Change Day, the adjustable interest rate will be based on an index. The index is the weekly average yield on United States Treasury securities with a maturity of 90 days, as made available by the Federal Reserve Board. The most recent index figure will be as of the date 45 days before each Change Day to which the "Change Day" applies.
If no index is no longer available, the Note Holder will receive a new index which is based upon comparable information. The Note Holder will give notice of this change.

(C) Calculation of Change
Before each Change Day, the Note Holder will calculate the new interest rate by adding **Two and Seven-Eighths** (2.8750) % to the Current Index.
The Note Holder will then round the result of the addition to the nearest and eighth of one percentage point (0.125%) subject to the limits stated in Section 1(A) herein. The rounded interest rate will be the new adjustable rate for the next Change Day.

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Day will not be greater than **7.7500** % or less than **7.7500** %. Thereafter, my adjustable interest rate will not be increased or decreased on any single Change Day by more than **Two** (2.00) percentage points (2.00) % from the rate of interest I have been paying as the preceding 30 days. My interest rate will never be greater than **11.7500** % or less than the "Minimum Rate".

(E) Notice of Change
My new interest rate will become effective on each Change Day. I will give the borrower of my new monthly payment by the first Change Day and the amount of my monthly payment charged each month.
(F) Notice of Change
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

B. FIXED INTEREST RATE OPTION
The Note provides for the borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

1. FIXED INTEREST RATE CONVERSION OPTION
(A) Option to Convert to Fixed Rate
I have a Conversion Option that I can exercise on the first day of the first Change Day (A) and any other time up to the first Change Day (B) after the first Change Day. I am required to pay the fixed rate on adjustable rate each month until the first Change Day. The Note Holder will calculate the fixed rate by adding the fixed rate to the current index. The Note Holder will then round the result of the addition to the nearest and eighth of one percentage point (0.125%) subject to the limits stated in Section 1(A) herein. The rounded interest rate will be the new fixed rate. I will give you notice of my new monthly payment by the first Change Day and the amount of my monthly payment charged each month.

(B) as the Conversion Date, I shall not be in default under the Note or the Security Instrument (as defined in the Glossary) by a date specified by the Note Holder, I am to pay the Note Holder a sum equal to the difference between the amount of the monthly payment I would have been required to pay had I exercised my Conversion Option and the amount of the monthly payment I actually pay on the Conversion Date. I will give you notice of my new monthly payment and the amount of my monthly payment charged each month.

2. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BURROUGHS
If I transfer or convey the property or a beneficial interest in Burroughs, I shall not be in default under the Note or the Security Instrument (as defined in the Glossary) by a date specified by the Note Holder, I am to pay the Note Holder a sum equal to the difference between the amount of the monthly payment I would have been required to pay had I exercised my Conversion Option and the amount of the monthly payment I actually pay on the Conversion Date. I will give you notice of my new monthly payment and the amount of my monthly payment charged each month.

3. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

4. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

5. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

6. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

7. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

8. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

9. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

10. NOTICE OF CHANGE
The Note Holder will advise me in writing of any change in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will contain information needed for me to give you and use of a utility and telephone number of a person who will answer questions I may have regarding the note.

Jacqueline Janz
JACQUELINE JANZ
Borrower

Borrower

9248 7679

UNOFFICIAL COPY

ADJUSTABLE RATE MORTGAGE LOAN PROGRAM DISCLOSURE Conforming 1 Year TCM ARM 1

This disclosure describes the features of an Adjustable Rate Mortgage (ARM) program you are considering. Information on other ARM programs available from your lender will be provided upon request.

HOW YOUR INTEREST RATE AND PAYMENT ARE DETERMINED:

Your interest rate will be based on an index rate plus a margin. Please ask us for our current interest rate and margin. Your initial interest rate will also reflect a discount. Please ask us about our current interest rate discount. The index rate is the weekly average yield on U.S. Treasury Securities adjusted to a constant maturity of one year. Index values are published by the Federal Reserve in Statistical Release H.15 (199). The example below reflects the last week ending in September. Your interest rate will equal the index rate plus our margin rounded to the nearest 1/8 percent, unless your interest rate "caps" limit the amount of change in the interest rate.

Your payment will be based on the interest rate, loan balance, and remaining loan term.

HOW YOUR INTEREST RATE CAN CHANGE:

Your interest rate can change every 12 months to the index value plus the margin, subject to the following limits:
Your interest rate will be rounded to the nearest 1/8 percent.
Your interest rate cannot increase or decrease more than 2.000% per adjustment.
Your interest rate cannot increase by more than 6.000% over the term of the loan.

HOW YOUR PAYMENT CAN CHANGE:

Your payment will change each interest rate change.
For example, on a \$10,000, 30-month loan with an initial interest rate of 6.125% (the index shown below for 1991 plus a 2.015% margin) and a 2.250% discount rounded to the nearest 1/8 percent, the maximum amount that the interest rate could rise under this program is 8.000%, to 12.125%, and the payment amount could rise from a beginning payment of \$60.76 to a maximum of \$102.31 (at payment 37), with a \$102.31 final payment.
You will be notified in writing 60 days before a payment adjustment may be made. The notice will contain information about your interest rate, payment amount, and loan balance.

EXAMPLE OF A 1991 30-MONTH LOAN USING HISTORICAL INDEX VALUES

The example below shows how your payments would have changed under this ARM program based on actual changes in the index from 1977 to 1991. This does not necessarily indicate how your payments will change in the future. For simplicity, the example assumes that the index changed only once per year and is based on these additional assumptions:

Loan amount: \$10,000.00
Amortization period: 360 months
Interest rate margin: 2.015%
Interest adjustments: every 12 month(s)
Payment adjustments: each interest rate change
Initial interest rate: 7.125%

Year	Index Value	Margin	Interest Rate	Monthly Payment	Loan Balance
1977	8.500%	2.015%	7.125%	67.37	9900.84
1978	8.810%	2.015%	8.125%	61.10	9878.16
1979	10.810%	2.015%	11.125%	68.41	9773.00
1980	10.670%	2.015%	12.125%	110.18	9759.61
1981	10.000%	2.015%	12.125%	110.18	9688.30
1982	10.670%	2.015%	12.125%	110.18	9601.84
1983	9.800%	2.015%	10.760%	107.46	9506.47
1984	11.400%	2.015%	13.125%	110.18	9406.78
1985	7.800%	2.015%	11.125%	86.45	9305.13
1986	8.800%	2.015%	9.125%	69.92	9204.98
1987	7.785%	2.015%	10.820%	68.97	9087.37
1988	9.180%	2.015%	11.000%	68.28	8942.37
1989	8.380%	2.015%	11.000%	66.78	8788.83
1990	7.700%	2.015%	10.000%	63.17	8638.92
1991	8.000%	2.015%	8.025%	60.69	8506.18

- * This is a margin we have used recently. Your margin may be different.
- ** The interest rate reflects an interest maximum adjustment cap of 2.000%.
- *** This interest rate reflects an interest minimum adjustment maximum of 2.000% to 11.125%.
- **** This interest rate reflects an initial discount of 2.250%. Your discount may be different.

To see what your payments (including escrow fees) would have been during that period, divide your mortgage amount by \$10,000, then multiply the loan payment by that amount. (For example, in 1991 the loan payment for a mortgage amount of \$90,000 taken out in 1977 would be \$60,000 \times \$102.31 = \$6,138.60)

LATE CHARGE:

A late charge of 5% will be charged if a payment is received after the 15th of the month due.

PREPAYMENT:

If you pay off the loan early, you will not have to pay a penalty.

ASSUMPTION:

Someone buying your home may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

toHolo

92487679

UNOFFICIAL COPY

CONFORMING 1 YEAR TCM ARM 1

(Continued)

ESCRROW PAYMENTS

Your total monthly payment will also include an escrow payment, paid together with your monthly payments of principal and interest. These escrow payments will be put into an escrow account so that the lender can pay your property taxes, annual or semi-annual payments associated with your property when they are due. These payments can include yearly property taxes, assessments, ground rents, and yearly mortgage and hazard insurance premiums, as applicable to your property. The escrow payment is calculated as the estimated annual total of these escrow expenses divided by the number of payments that are due per year.

If you fail to make an escrow payment when due, the lender will have the right to deduct it from your monthly payments and require you to make up the difference. The lender may also suspend any monthly payments which is less than the amount of the principal, interest, and monthly escrow payment due, and exercise the rights provided in the contract regarding default for late or delinquent payments.

Once a year, your escrow account will be analyzed to assure that the proper amount of funds are being collected monthly. At this time, a new escrow payment will be calculated as the estimated annual total of your current escrow expenses less your current escrow account balance, divided by the number of payments that are due per year.

When the entire mortgage balance has been repaid to the lender, any amounts left in the escrow account after the necessary escrow expenses have been paid will be returned to the borrower. If insufficient funds are available in the escrow account to pay necessary escrow expenses, the additional expense amounts shall be the liability of and payable by the borrower.

CONVERSION FEATURE

You will have the option to convert the interest rate you are required to pay by the note from an adjustable rate to a fixed rate of interest during only the 1st, 2nd, 3rd, 4th, or 5th year of the term of the loan. Such Payment Due Date on which your interest rate can convert from an adjustable rate to a fixed rate also is called a "Conversion Date." You can exercise your interest rate only on one of these Conversion Dates. The interest rate may increase if you convert the loan to a fixed rate loan.

CONVERSION PROCEDURE. If you want to exercise the Conversion Option, you must first meet certain conditions: (a) you must give the Note Holder notice that you are exercising the option at least 30 days before the next Conversion Date; (b) on the Conversion Date, you may not be in default under the Note or Security Instrument and have not failed to make payments during the preceding 12 months; (c) you must sign and give to the Note Holder any documents required by the Note Holder to effect the conversion.

CALCULATION OF FIXED RATE. The new fixed rate of interest will be equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages covered by 90-day secondary mortgage commitments in effect as of the date thirty-five (35) days before the Conversion Date, plus seven eighths of one percentage point (0.875%) rounded to the nearest one-eighth percent (0.125%).

NEW PAYMENT AMOUNT AND EFFECTIVE DATE. If you exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal you are expected to owe on the Conversion Date in full on the Maturity Date at your new fixed interest rate in substantially equal payments. The result of this calculation will be the amount of your monthly payment. Beginning with your first monthly payment after the Conversion Date, you will pay the new amount of your monthly payment until the Maturity Date.

ASSUMABILITY OF LOAN WHEN CHANGED TO A FIXED RATE. If you exercise your Conversion Option, your loan will not be assumable without the prior written consent of the Lender. Upon transfer of the property without such prior consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument.

Jaqueline J. J.
Borrower

Borrower Date consumer handbook and disclosures received

92487679

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000