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COOK COUNTY IL LINGIS FILED FOR RECORD 92 HOV -2 PH 12: 55

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### **MORTGAGE**

THIS MORTGAGE ("Security instrument") is given on

OCTOBER 20.

. The mortgagor is

KEVIN L NIELSEN AND SUB ELLEN

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of UNITED STATES OF AMERICA address is 60632 CHICAGO, 11.LINOIS 4192 S. ARCHER AVE.

("Dender"). Borrower owes Lender the principal sum of

FIFTY SEVEN THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 57,000.00

This debt is evidenced by Borrower's note dated the same date as this Scourly Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2007 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by one 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:

LOTS 12 AND 13 AND THE EAST HALF OF THE VACATED ALLEY LYING VEST OF AND ADJOINING SAID LOTS, ALL IN BLOCK 35 IN MINNICK'S OAK LAND SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER AND THE WEST 20 ACRES OF THE NORTHEAST QUARTER (EXCEPT THE NORTH 699.94 FEET OF THE EAST 696 FEET THEREOF) OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 13, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

VMP MORTGAGE FORMS - (313)293-8100 - (800)821-7291

PINS: 24-09-132-032-0000; AFFECTS LOT 12 AND 24-09-132-033-0000; AFFECTS LOT 13

which has the address of

9824 S WARREN AVE 'Property Address");

[Street, City],

Illinois 6045310 Code

Amended 5/91

-6R(IL) (9106)

BOX 15

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

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly prortigage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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23. Maiver of Homestead, Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs.

22. Release, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

11, including, but not finished to, reasonable attorneys? Fees and costs of title evidence.

dquagarad shit in bobivorg substituted to collect all expenses incurred in purading the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums non-existence of a default or any other defense of Borrower to acceleration and foreelosure. If the default is not cured on of the foreclosure of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security. Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further earns and to nother the default on or before the date specified in the notice may result in acceleration of the sums to) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration believing Borrower's breach NON-UNIFORM COVENAUTS. Borrower and Lender further covenant and agree as follows:

relate to health, safety or environmental protection.

this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldenyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flurantile or toxic petroleum products, toxic

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by

all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting in P openy is necessary, Borrower shall promptly take of which Borrower has actual knowledge. If Borrower learns, or is acarried by any governmental or regulatory authority, that governmental or regulatory agency or private party involving the Protectly and any Hazardous Substance or Environmental Law

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

residential uses and to maintenance of the Property.

storage on the Property of small quantities of Hazardous Salvances that are generally recognized to be appropriate to normal Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or Hazardous Substances on or in the Property. Borrawer shall not do, not allow anyone else to do, anything affecting the

20. Hazardous Substances, Bortower shall cor cause or permit the presence, use, disposal, storage, or release of any

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address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and or more changes of the Loan Servicer, anrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one Instrument) may be sold one or prore times without prier notice to Borrower. A sale may result in a change in the entity (known

19, Sale of Sore: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

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obligations secured he eby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure cures any default of any other covenants or agreements. (c) pays all expenses incurred in enforcing this Security Instrument. Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays applicable law may specify for reinstauement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

18. Borrower's Right to Reliestate, If Borrower meets certain conditions, Borrower shall have the right to have permitted by this Security Instrument without further notice or demand on Borrower.

Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies iess than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not

ot this Security instrument.

Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date. Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it

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 Bo, rower 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, Maintellance 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 occup, 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 Box ower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit was e in 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 lieu 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 Forrower'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 inaccurrie in formation 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 esidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower arguires 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 code lants 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action coder 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, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

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given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Mote are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note 15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any other address Lendar designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Gender. Any notice to Lender shall be given by first class mail to it by litst class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any Borrower. Lender may choose to make this refund by 'educing the principal owed under the Mote or by making a direct to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount acceptary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to be conjected in connection with the the bond of harges, it the loan secured by this Security instrument is subject to a lay which sets maximum loan charges,

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

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successors in interest. Any forbearance by Lender in exerciting any right or remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's commence proceedings against any successor in interest at refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original Borrover or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbeat ance By Lender Not a Waiver. Extension of the time for payment or modification postpone the dute of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower occeptive agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, Thether or not then due:

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums avard or settle a claim to: dampges, Borrower fails to respond to Lender within 30 days after the date the notice is given,

If the Property is an indo red by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an be applied to the sums secreted by this Security Instrument whether or not the sums are then due.

taking, unless frorteness and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this 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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and 🗠 10. Condennation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

9, hispection, Lender or its agent may make reasonable entries upon and inspections of the Property, Lender shall give meanence ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage. that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

## UNOFFICIAL COPYRM PLAN NO. 0028

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20THday of 0CTOBER , 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS

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

in the Security Instrument and located at:

9824 S WARREN AVE

OAK LAWN

ΙL

60453

[Property Address]

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

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

#### A. INTEREST RAIF, AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may charge on the first day of NOVEMBER 1, , 19 93 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index. Figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Hold r will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND

ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.000 % or less than 3.000 %. Thereafter, my interest rate will never be increased or decreased on an single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 11.000 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my twenthly payment changes again.

#### (F) Notice of Changes

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

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

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

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if:

(a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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Rate Rider.

AN SE P. BY SIGNING BELOW, Borrower acceptes and ag ees to the terms and covenants contained in this Adjustable

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

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20THday of OCTOBER , 19 92, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK FOR SAVINGS

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

in the Security Instrument and located at:

9824 S WARREN AVE

OAK LAWN

1 L

60453

[Property Address]

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

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

#### A. INTEREST KATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.000%. The Note provides for changes in the interest rate and the monthly payments, is follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER 1, , 19 9 3 and on that day every 12th month thereafter. Each onte on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Dete, thy interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury recurities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Colder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one preventage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.000 % or less than 3.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preciding twelve months. My interest rate will never be greater than 11.000 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

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

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

Lender releases Borrower in writing.

Property of Cook County Clark's Office

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