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WHEN RECORDED RETURN TO:

MIDAMERICA FEDERAL SAVINGS BANK  
1001 S. WASHINGTON ST.  
NAPERVILLE, IL 60566

1592 FLS 25 M 12:10

92115737

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390505136

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **FEBRUARY 6TH, 1992**

The mortgagor is

JOSEPH P ZELLER and NANCY J ZELLER, HUSBAND AND WIFE

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

MIDAMERICA FEDERAL SAVINGS BANK

which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is **1001 S WASHINGTON ST, NAPERVILLE, IL 60566** ("Lender"). Borrower owes Lender the principal sum of

**ONE HUNDRED NINETY THOUSAND AND NO/100**

Dollars (U.S. \$ **190,000.00**).

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 **MARCH 1, 2017**. 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:

THAT PART OF BLOCK 9 IN UNIT NO. 1 HAROVER GARDENS 1ST ADDITION, OF PART OF SECTION 38, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIEN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 9, 1180.0 FEET EAST OF THE NORTHEAST CORNER OF SAID BLOCK 9; THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 120 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE EAST ON THE SOUTH LINE OF SAID BLOCK A DISTANCE OF 74.00 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 120.0 FEET TO THE NORTH LINE OF SAID BLOCK A DISTANCE OF 76.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO  
THAT PART OF BLOCK 9 IN UNIT NO. 1 HAROVER GARDENS 1ST ADDITION, OF PART OF SECTION 38, TOWNSHIP 41 NORTH RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIEN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 9, 1280.0 FEET EAST OF THE NORTHEAST CORNER OF SAID BLOCK 9; THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 120.0 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE EAST ON THE SOUTH LINE OF SAID BLOCK, A DISTANCE OF 16.31 FEET TO THE WEST LINE OF EAST AVENUE; THENCE NORTH A DISTANCE OF 122.38 FEET TO THE SOUTH LINE OF MARCIATOR AVENUE; THENCE WEST A DISTANCE OF 12.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

P. I. N.  
which has the ac [Street, City],  
Illinois **60103** (Zip Code);  
("Property Address");

BOX 333

# UNOFFICIAL COPY

Form 3014 9/90

NAPERVILLE, IL, 6056  
1001 S. MARYINGTON ST.

KENNETH KORNDA

This instrument was prepared by  
My Notary Public, State of Illinois  
My Commission Expires  
6-01-86  
NOTARY PUBLIC, STATE OF ILLINOIS  
Allen R. Korn  
Official Seal

My Commission Expires:

Given under my hand and official seal, this  
18<sup>th</sup> day of ~~February~~<sup>March</sup>, 1992  
signed and delivered the said instrument as  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
I personally know to me to be the true person(s) whose name(s)

1. JOSEPH P ZELLER and NANCY J ZELLER, HUSBAND AND WIFE  
County as:  
STATE OF ILLINOIS,

Borrower  
(Seal)  
Borrower  
(Seal)

304404996  
Signature of Borrower  
(Seal)

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

25. Borrower hereby waives any and all rights of redemption from a sale under any  
order or decree for collection of the note.

- |   |   |   |   |  |
|---|---|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Cordominiun Rider      | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rail Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider                       | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [Specify]     |  |

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

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**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 Substance 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.

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more of the actions set forth above within 10 days of the giving of notice; this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or his Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to this Agreement of the lien, or (c) receives from the holder of the lien an agreement satisfactory to Lender's opinion concerning the lien to enforecement of the lien, or (d) demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from the lien in a manner acceptable to Lender; (b) contains in good faith the lien authoring to the payment of the obligation secured by the lien in this Security Instrument unless Borrower: (a) agrees in

Borrower shall provide any lien which has priority over this Security Instrument securing the payments, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments, to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the nature provided in Paragraph 2, or if not paid in that number, Borrower shall pay them on time directly which may affect priority over this Security Instrument, and demand payments or rents, if any, Borrower shall pay which may affect payments otherwise, assessments, charges, fines and impositions attributable to the Property

4. (Charges; Lien), Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

5. Application of Payments, Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2, 1 and 2 shall be applied first, to my prepayment charges due under the Note; second, to amounts payable under

this Security Instrument.

If the Property, shall apply my funds held by Lender at the time of acquisition of title as a credit against the sums secured by funds held by Lender. If, under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of said

Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any

welfare money payments, at Lender's sole discretion.

If the funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall account to Borrower funds held by Lender to make up the deficiency in no more than twelve months or the amount necessary to pay the Fund's sole discretion. Borrower may make up the deficiency in no more than

deficit to the funds was made. The funds are pledged as additional security for all sums secured by this Security Instrument.

Without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each Borrower and Lender may agree in writing, however, that money Borrower to pay on the funds, Lender shall file to the funds

applicable law requires intent to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds, used by Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made to charge. However, Lender may require Borrower to pay a one-time charge for an independent law permit issued to make such

verifying the facts, unless Lender pays. Borrower's intent on the funds and applicable law permits Lender to receive a charge, however, Lender may not charge Federal Home Loan Bank, Lender shall apply the funds to pay the

including Lender, if Lender is used in a transaction, or in any Federal Home Loan Bank, Lender shall account to Lender to hold the funds shall be held in accordance with applicable law.

The funds may otherwise be held in accordance with applicable law.

Except items of the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Lender may estimate the amount of funds due on any time, it any time, collects and holds funds in an amount not to exceed the funds

sets a lesser amount. It so, Lender may, at any time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law applies to the funds

related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federal

the provisions of Paragraph 8, in lieu of the payment of mortgage insurance premiums, these items are called "escrow items" if any; (c) ready mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with

of ground rents on the property, if any; (e) clearly hazard or property insurance premiums; (f) ready located payables and assessments which may attach priority over this Security Instrument as a lien on the Property; (g) ready located payables and assessments which may attach priority over this Security Instrument as a lien on the Property; (h) (a) ready taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("funds") for (a) ready pay to funds for Taxes and Insurance. Subject to applicable law of to a written waiver by Lender, Borrower shall pay to the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT contains uniform covenants for real estate and non-uniform covenants with limited duration by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT contains uniform covenants for real estate and non-uniform covenants with limited duration 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 mortgag;

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, all replacements and additions shall also be covered by this Security

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be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Lessor reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be available. Lender shall pay to Lender each month a sum equal to substantially equally equivalent monthly premium being paid by Borrower when the insurance coverage ends or ceases to be available. From an ultimate standpoint Lender may be liable to Borrower for the cost to Borrower of the mortgage insurance previously paid to the mortgagor insurance provider in effect, at a cost substantially equivalent to the original coverage subsequently carried over to the mortgagor insurance provider in effect, at a cost substantially equivalent to the premium paid by Lender under the mortgage insurance in effect, if, for any reason, the instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect.

**8. Mortgagel Insurance.** If the Lender required mortgage insurance is a condition of making the loan secured by this security instrument, unless Borrower at and under this paragraph 7 shall become obligated debt of Borrower secured by this date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security Instrument, Lender under this paragraph 7 shall bear interest from the time the Any amounts disbursed by Lender under this paragraph 7 shall become obligated debt of Borrower secured by this

Lender does not have to do so.

reasonable attorney fees and expert's fee on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien with his security instrument applying in court, paying for whatever is necessary to protect the value of the Property and Lender's rights in the property, Lender's actions may proceed in bankruptcy, public, or condemnation of forfeiture of to enforce laws or regulations, when Lender may do and this Security Instrument, or there is a legal proceeding that may significantly affect Lender, perhaps in the Property such as a proceeding in bankruptcy, or Lender's rights to perform the covenants and agreements contained in 7. Protection of Lender's right to the Property, if Borrower fails to make the covenants and agreements contained in

leasethold and the fee title shall not a reasonable Lender agrees to the merger in writing.

Lender, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the representations concerning Borrower's occupancy of the Property as is typical real estate, if this Security instrument is on a to provide Lender with any intended intention in connection with the loan evidenced by the Note, including, but not limited to, protection during the loan application process, gave immediate liability for the immediate information of statements to Lender for failure to implement of the loan created by his Security instrument or Lender's security interest. Borrower shall also be in default if due, in Lender's good faith determination, provides for either of the Borrower's interests in the Property or other interest such a default and remains, as provided in paragraph 18, of causing the action or proceeding to be dismissed with a curing cure or otherwise ultimately wind up the lease created by the Lender's security interest. Borrower may property or proceeding, whether it is criminal, or civil, or quasi-criminal, in which Lender is involved, or if any foreclosure property, allow the property to determine, or convey, waste on the Property, Borrower shall be in default if any foreclosure continuing circumstances exist with the foregoing Borrower shall not destroy, damage or injure the due of occupancy, unless Lender obtain other title in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall get title to the Property as Borrower's principal residence within sixty days after Lender's full occupancy prior to the termination.

damage to the Property prior to the visitation shall pass to Lender to the extent of the sums secured by this Security instrument under paragraph 21 the Property is occupied by Lender, Borrower's right to any insurance policies and proceeds resulting from possession the due date of the monthly payments referred to in paragraphs 1 and 2 of clause the amount of the payments. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or unless Lender and Borrower otherwise agree in writing, the above period will begin when the note is given.

Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums received by this Security instrument, whether or not then due. The above period will begin when the note is given. Lender may not answer within 10 days a notice from Lender that the insurance claim has offered to settle a claim, then property, or does not answer within 10 days a notice from Lender that the insurance claim has offered to settle a claim, then secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums reported, if the restoration of the property is not lessened. If the restoration of the property damage, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of the property damage, if the restoration of the property is not made promptly by Borrower.

Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals notices, if the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender shall have the right to hold the policy, and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7, which shall not be unreasonable with regard to Lender rights to maintain coverage described above. Lender may, at Lender's discretion, for which Lender, the insurance coverage shall be chosen by Borrower subject to Lender's approval and Lender requirements. The insurance coverage shall be maintained throughout the term "extended coverage" and any other hazards, including flood or flooding, for which Lender includes included within the term "extended coverage" and any other hazards, including property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including hazard of Property insurance, Lender keeps the improvements now existing or hereafter erected on the

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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 condemner offers to make an award or settle a claim for damage(s), 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 payment.

**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. Notice.** 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.

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ADJUSTABLE RATE RIDER  
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 6TH day of FEBRUARY, 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 MIDAMERICA FEDERAL SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2001 NARCISSUS, HANOVER PARK, IL 60103

[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 Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.000%. 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 change on the first day of MARCH 1995, 1995, 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 Holder 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 THREE percentage points (3.000%) 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 in 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 10.000% or less than %. 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 date of interest I have been paying for the preceding twelve months. My interest rate will never be greater than %.

**(E) Effective Date of Changes**

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
JOSEPH P. ZELLER ..... (Seal)  
-Borrower

  
NANCY J. ZELLER ..... (Seal)  
-Borrower

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