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[Sance Above This Line For Recording Date]

#### MORTGAGE

LOAN #:

1-789289-91

THIS MORTGAGE ("Security Instrument") is given on 10

19 92 . The mortgagor is

WILLIAM J. CAMPANELLI, A BACHELOR

("Borrower"). This Security Instrument is given to which is organized and existing under the laws of

GMAC MORTGAGE CORPORATION OF PA

PENNSYLVANIA

, and whose address is

19117-1590

("Lender")

8360 OLD YOOK ROAD, ELKINS PARK, PA Borrower owes Lender the principal sum of

ONE HUNDRED STATEN THOUSAND NINE HUNDRED AND 00/100 \* ). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ 116 900.00 this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable . This Security Instrument secures to Lender: (a) the repayment of the debt 01, 2022 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 ynder 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

County, Illinois:

VOL. 154 LOTS 19 AND 20 IN BLOCK 85 IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10 TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-03-454-010 AND 15-03-454-011

which has the address of

718 N. 16TH AVE

MELROSE, PARK

Illinois

entar!

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereufter 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.

ILLINGIS—Single Farmiy—Fanalo Mas/Frondle Mac UNIFORM INSTRUMENT RMAC G IL-M 1/3-C Rev 2/91



Form 3014 1/30 (mape 1 of 5 pages)

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Instrument immediately prior to the acquistion.

from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums accured by this Security If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting or postpone the due date of the monthly payments referred to in paragraphs I and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower reatonation or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

Lender. Lender may make proof of loss if not made promptly by Borrower.

of paid premiums and renewal malices. In the event of loss, Borrower shall give prompt notice to the Libert nee carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall prompily give to Lender all receipts All insurance policies and renewals shall be acceptable to Lender and shall include a standard my Apage clause. Lender

may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7 Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain covera of distribed above, Lender including floods or flooding, for which Lender requires insurance. This insurance shall be coien by Borrower subject to for the periods that Lender requires. The insurance carrier providing the insurance shall be coien by Borrower subject to the Property insured against loss by fire, hazards included within the term "extended co reage" and any other hazards

Hazard or Property Insurance. Borrower shall keep the improvements new existing or hereafter erected on

satisfy the lien or take one or more of the actions set forth above within 10 days. If the giving of notice, may attain priority over this Security Instrument, Lender may give Borrower s orange identifying the lien. Borrower shall dinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a fien which prevent the enforcement of the tien; or (c) secures from the holder of th; liet an agreement satisfactory to Lender subortaith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation secured by the lien in anner acceptable to Lender; (b) contests in good BOSTOWET Shall promptly discharge any lien which has prostly over this Security instrument unless Bortower: (8)

on time directly to the person owed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. It Horrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing Property which may attain priority over this Security Institutent, and leasehold payments of Bround rents, if any. Borrower shall pay them shall pay them shall pay them.

paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

paragraphs I and 2 shall be applied: first, to any proparages che under the Note; second, to amounts payable under Unless ap licable law provides otherwise, all payments received by Lender under Application of Payments.

secured by this Security Instrument.

or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums eny Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition no more than twelve monthly payment, at Lender's sole discretion.
Upon payment in full of all som secured by this Security Instrument, Lender shall promptly refund to Borrower

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

give to Borrower structure charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debits to the Funds made. The Funds are pledged as additional security for all sums secured by this Security on the Funds. Bo to ver and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall is made or applier he law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings tax reporting straige used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement to make such charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate account, or veniying the Escrow items, unless Lender pays Borrower interest on the Funds and applieable law permits Lender pay the Eserow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the eserow (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shall apply the Funds to The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law 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 extimate the amount of Funds due on the basis of current data and amount of Funds due on the basis of current data and 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 foan may toguism for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C. § 2601 et seq. ("RESPA"), unless setate a procedures Act of 1974 as amended from time to time, 12 U S C. § 2601 et seq. ("RESPA"), unless setates for the Eurobe setates for the Eurobe setates for the Eurobe setates for the Europe s to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower leaschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly (#) Acarly taxes and assessments which may attain priority over this Security Instrument as a tien on the Property; (b) yearly

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 is paid in full, a sum ("Funds") for: UNIFORM COVENAUS. Borrower and Lender covenant and agree as follows:

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfesture action or proceeding, whether civil or criminal, is begun that in Lender's good fasth judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 after reys' fees and entering on the Property to make repairs. Although Lender may take action under

this paragraph 7, Lenter does not have to do so.

Any amounts disbrased by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Porrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Nore 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. It, 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 has trance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, the and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provised 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 a cordance with any written agreement between Borrower and Lender or applicable law

9. Inspection. Lender or its agent may make reasonable carries 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 far tages, 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 purish 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 Lende of cerwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds naturally do the following traction:

(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 pastial taking 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 applier of 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.

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Lorm 2014 3/30 (page 4 of 5 prages)

this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument seeding 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, I ender at its option may require immediate payment in full orther information of the right of the residence after acceleration and the right to assert in the foreclosure proof the sums secured by this Security Instrument, foreelosure by judicial proceeding and sale of the Property. The notice be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the Vi adargarand memoral ne in contraction and interesting the second of the contraction and in the contraction of the contraction Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's

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

that relate to health, safety or environmental protection. used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where 'ne P operty is located pesticides and herbicides, volutile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic, wooloum products, toxic

Described shall promptly take all accessary remedial actions in accordance with Environmental aw. "Hazardous Substances" are those substances defined as to or or hazardous substances

regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Environmental Law of which Borrower has a rual knowledge. If Borrower learns, or it to fied by any governmental or any governmental of regulatory agency of private party involving the Property and any Hazardous Substance of Borrower shall prompily give Lender written notice of any investigation, claim, demand, lawsuit or other action by

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

20. Hazardous Substances. Borrower shall not cause or permit til e presence, use, disposal, storage, or release The notice will also contain any other information required by applicable law.

The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. Servicer, Borrower will be given written notice of the change in Jourdance with paragraph 14 above and applicable law. also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan 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 prymy at due under the Sole and this Security Instrument. There

Sule of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

right to reinstate shall not apply in the case of accele and under paragraph 17. strument and the obligations secured hereby shall termin fully effective as if no acceleration had occurred. However, this the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security inrequire to assure that the lien of this Security Lastrument, Lender's rights in the Property and Borrower's obligation to pay Instrument, including, but not limited to, resonance attorneys' fees; and (d) takes such action as Lender may reasonably occurred; (b) cures any default of any other cover are or agreements; (c) pays all expenses incurred in enforcing this Security (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had Security Instrument; or (b) entry or a judgment enforcing this Security Instrument. Those conditions are that Borrower: as applicable law may specify for regulatement) 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

Borrower's Right of Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have any remedies permitted by this Security Instrument without further notice or demand on Bottower. by this Security Instrument of Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured

If Lender express, a this option. Lender shall give Borrower notice of acceleration. The notice shall provide a period

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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest in Borrower, it all or any part of the Property or any interest in Borrower is sold or transferred for it a beneficial interest in Borrower is sold or transferred for it a beneficial interest in Borrower is sold or transferred for it a beneficial interest in Borrower is sold or transferred for it a beneficial interest in Borrower.

are declared to be severable. 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 jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note

Cioverning Law; Severability. This Security Instrument shall be governed by federal law and the law of the m this paragraph.

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 Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the

any prepayment charge under the Sole.

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

be refunded to Borrower. Lender may choose to make this refund by reduction will be treated as a partial prepayment without a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection 13. Loun Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan

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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 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 box(es)] ☑ 1-4 Family Rider X Adjustable Rate Rider Condominium Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Second Home Rider Balloon Rider Rate Improvement Rider Other(s) [specify] 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: When & Comy (Scal) \_(Seal)
Borrower (Scal) \_(Scal) STATE OF ILLINOIS. County ss: , before me, the day of On this, the H28 4GH 1992 TENTH subscriber, the undersigned officer, personally appeared WILLIAM J. CAMPANELLI, A BACHELOR known to me (or satisfactorily proven) to be the person(s) whose name subscribed to the within instrument executed the same for the purposes herein contained. and acknowledged that HR IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires:

mail +0:

This document was prepared by: CAROL WEBB for GMAC Mortgage Corporation of PA 5540 W. 111TH ST. OAK LAWN 60453

"OFF". LSt.L Oct by Stamb . . . Mr Notary Public, State of fire g My Commission Expires 8/21/93

TITLE OF OFFICER

(I Year Treasury Index -- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 10th day of , 19 92 , and is MARCH 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 GMAC MORTGAGE CORPORATION OF PA (the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

718 N. 16TH AVENUE

MELROSE PARK, IL.

60160

[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 BOR-ROWER 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. INTERES' RALE AND MONITHY PAYMENT CHANGES

The Note provides for an initial interest rate of 6,625 %. 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 ray may change on the first day of APRIL , 1993, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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 Lederal Reserve Board. The most recent Lidex figure available as of the date 45 days before each Change Date is called

If the Index is no longer available, the Nove-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 Two AND 625/100 \*\*\*\*\*\*\*\* percentage points ( 2.625 %) in 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 rat, 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 8,625 4. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more 4.625 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 12,625 年。

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of ray rew 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.

#### 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 transferce; 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 y and table aw, lender may thange treast rabiolise 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.

If Lender exercises the option to require immediate payment in full, I ender 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, I ender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By Signing Billow, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

	WILLIAM J. CAMPANELLI	O/W (Sea
	+	(Seriew
0	Witness	(Sea
O TYLE	Witness	(Se
	TC	
	OLD X	
	0	7
		'SO <sub>2</sub>

LOAN #

1-789289-91

### 1-4 FAMILY RIDER **Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this

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 Note to

GMAC MORTGAGE CORPORATION OF PA

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at: 718 N. 15TH AVE

MELROSE PARK

(Property Address) 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property deserved in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whe sever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, writer air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, ay nings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoting classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordin inciso regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by I deral law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Froperty without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenan. 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in offect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall be sign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a
- H. ASSIGNMENT OF RENTS; APPOINTMENT OR RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("F.ents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (1) Lender has given Borrower notice of default gursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) I ender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) I ender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

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If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judically appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judically appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.