

**UNOFFICIAL COPY**

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**ADJUSTABLE RATE**

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92298136

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**MORTGAGE**

• DEFT-01 RECORDING \$35.00  
• T#2222 TRAN 3218 05/01/92 12129100  
• #5436 • B #-92-298136  
• COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **APRIL 22, 1992** . The mortgagor is

DAVID S. ROBERTS AND JANIS L. KETTERING-ROBERTS, ALSO  
KNOWN AS JANIS L. KETTERING, HIS WIFE

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

**STANDARD FEDERAL BANK FOR SAVINGS**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose address is **4192 S. ARCHER AVE., CHICAGO ILLINOIS 60632**

(Lender). Borrower owes Lender the principal sum of **EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS & NO CENTS**

Dollars (U.S. \$ **82,500.00** ).

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 **MAY 1, 2022**.

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

**LOT 46 IN SECOND ADDITION TO LINE CREST MANOR, BEING A SUBDIVISION OF  
LOT "B" IN FIRST ADDITION TO LINE-CREST MANOR, BEING A SUBDIVISION OF  
PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 37 NORTH, RANGE  
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

PIN **24-22-422-006-0000**

92-298136

151

which has the address of **11621 S KILDARE AVE** **ALSI P** [Street, City]  
Illinois **60658** **(Zip Code)** **(Property Address)**

**ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**FANNIE MAE**

**FREDDIE MAC**

**AMM MORTGAGE FORMS** 01-298136-0890521-7/91

Page 1 of 6

**Form 3014 9/90  
Amended 6/91**

35<sup>60</sup>

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This instrument was prepared by: DAVID D. ROBERTS 3960 W 95TH ST EVERGREEN, COLORADO 80112  
My Commission Expires: 10/17/93  
Notary Public, State of Illinois Form 3014 8/90  
...OFFICIAL Seal...  
CHRISTINE WALLON Notary Public  
IRVING PARK, ILLINOIS 60637-1984

My Commission Expires:

Given under my hand and official seal, this 22nd day of December 1993.  
Dwight and delivered the said instrument as free and voluntary for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / she / it  
personally known to me to be the same person(s) whose name(s)  
dm

KNOWN AS JANIS L. KETTERING, HIS WIFE  
DAVID D. ROBERTS AND JANIS L. KETTERING-ROBERTS, ALSO  
, a Notary Public in and for said county and state do hereby certify  
County as:  
STATE OF ILLINOIS

Borrower  
(Seal)

Borrower  
(Seal)

JANIS L KETTERING-ROBERTS  
(Seal)

DAVID D. ROBERTS  
(Seal)

In my office(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and  
Witnesses:

922298-356

- Check applicable box(es).  
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 in this Security Instrument as if the rider(s) were a part of this Security Instrument.  
 Adjustable Rate Rider  
 Condominium Rider  
 1-4 Family Rider  
 Credit Union Rider  
 Biweekly Payment Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Second Home Rider  
 Other(s) [Specify]  
 V.A. Rider  
 Balloon Rider

25. 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 in this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

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

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 mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 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 credits 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 Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall 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 shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**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 30 days of the giving of notice.

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37. Termination of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it ceases to be owned by Lender, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of termination. However, at his option, Lender may sell or transferred and Borrower is not a natural person) without notice to Borrower, if Borrower is solvent or has not breached any provision of this Security Instrument, (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without notice to Borrower, if Borrower is solvent or has not breached any provision of this Security Instrument, (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without notice to Borrower, if Borrower is solvent or has not breached any provision of this Security Instrument.
38. Borrower's Right to Remand. If Borrower meets certain conditions, Borrower shall have the right to have security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as applicable) before sale of the Property pursuant to any power of sale contained in this instrument or (b) entry of a judgment enjoining this Security Instrument. Those conditions are that Borrower (a) pays Security Instrument; or (b) entry of a judgment enjoining this Security Instrument before sale of the Property pursuant to any power of sale contained in this instrument or (c) pays all expenses incurred in enforcing this Security Instrument; or (d) takes such action as Lender may reasonably require to assure that no other collection action is taken against 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 "Lessor Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer unrelated to a sale of the Note. If there is a change of the Lessor Servicer, Borrower will be given written notice of the change in accordance with paragraph 1f above and applicable law. The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
39. Sale of Note or a Partial Interest in the Note. 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 "Lessor Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer unrelated to a sale of the Note. If there is a change of the Lessor Servicer, Borrower will be given written notice of the change in accordance with paragraph 1f above and applicable law. The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
40. Hazardous Substances. Borrower shall not cause or permit the precise, use, disposal, storage, or release of any hazardous substance in violation of any environmental laws.
41. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration follow the Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any applicable law provides otherwise). The notice shall specify: (a) the acceleration under paragraph 17 unless of any applicable law provides otherwise; (b) the date notice to Borrower to accelerate follows the Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless of any applicable law provides otherwise); (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) the failure to cure the date specified in the notice specifies proceeding the foreclosure by the Lender under paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.
42. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Interest without charge to Borrower. Borrower shall pay any recondition costs.
43. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

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**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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If 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, 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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

to be revocable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be satisfied in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note is declared ineffective by an insurance company or under applicable law, it shall be governed by federal law and the law of the state in which the Note is located.

17. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Note is located. Any notice to Borrower or Lender given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Note or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender by first class mail unless otherwise specified in this Security Instrument. The notice shall be delivered to the Borrower by mailing it or by mailing to Borrower provided for in this Security Instrument or by mailing to the Notee under the Note.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing to Borrower. If a return receipt is requested by Borrower, it shall be delivered to Lender as a proof of delivery.

19. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note by making a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Lender in full. (c) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limits, then, (d) any interest or other loan charges collected or to be collected in connection with the loan that has been finally implemented so that the interest or other loan charges set maximum loan charges.

20. Loan Charges. If the loan secured by this Security Instrument is subject to a rate which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without the Noteholder's consent.

Borrower's interest in the Property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security Instrument and (b) to not pay the sums secured by this Security Instrument unless (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph.

21. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this Note are binding on all parties to the Note. Any holder in possession of any right or remedy, whether or of procedure the Note in interest. Any holder in possession of any right or remedy, whether or not entitled to receive the sums secured by this Security Instrument by Lender by reason of any demand made by the original Borrower or Borrower's assignee proceeding against Borrower or of otherwise modifying amortization of the Note to release the liability of the Note. Lender shall not be required to release the Note to any successor in interest. Lender shall not be required to release the Note to any successor in interest if payment of modification of the Note is made by Lender to any successor in interest. Lender shall not be required to release the Note to any successor in interest if payment of modification of the Note is made by Lender to any successor in interest.

22. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Note are binding on all parties to the Note. Any holder in possession of any right or remedy, whether or of procedure the Note in interest. Any holder in possession of any right or remedy, whether or not entitled to receive the sums secured by this Security Instrument by Lender by reason of any demand made by the original Borrower or Borrower's assignee proceeding against Borrower or of otherwise modifying amortization of the Note to release the liability of the Note. Lender shall not be required to release the Note to any successor in interest. Lender shall not be required to release the Note to any successor in interest if payment of modification of the Note is made by Lender to any successor in interest.

23. Successors and Assigns; Release; Not a Waiver. Extension of the time for payment of such payments.

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

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 due.

If the Property is damaged by Borrower, or if, after notice to Borrower that the condominium 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 Note or to the sums secured by this Security Instrument whether or not due.

If the Note is paid in full, Lender may sue for the amount of note due.

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 Note is less than the amount of the proceeds available by the following fraction: (a) the total market value of the Note secured immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Note secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise requires the taking to be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Note secured immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, the amounts secured by the following fraction: (a) the total market value of the Note secured immediately before the taking, divided by the amount of the proceeds available by the following fraction: (b) the fair market value of the Note secured immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts secured by the Note shall be applied to the Note in proportion to the amounts secured by the Note.

24. Condition. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

25. Condition. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemned or other taking of any part of the Property, or for claim for damages, direct or consequential, in connection with any other taking of the Property.

26. Condition. The proceeds of any award or claim for damages, direct or consequential, in connection with any other taking of the Property.

27. Condition. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice in accordance with any written agreement between Borrower and Lender or applicable law.

28. Condition. Lender may no longer be required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance and premiums required to insure approved by an insurer appointed by Lender becomes available and is obtained. Borrower shall pay such losses (expenses) provided by an insurance company or to Lender for damage to the Property in the period

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22ND day of APRIL, 1992, 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:

11621 S KILDARE AVE

ALSP

IL

60658

[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.**

**A. 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 8.500%. 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 MAY 1, 1997, 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 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 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 10.500% or less than 8.500%. 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 preceding twelve months. My interest rate will never be greater than 14.500% NOR LESS THAN 8.500%.

**(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.

**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.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office  
35-13026

James L Kettering - Roberts  
Borrower  
(Seal)

DAVID D ROBERTS  
Borrower  
(Seal)

JAMES L KETTERING - ROBERTS  
Borrower  
(Seal)

Borrower  
(Seal)

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

If Lender exercises the option to require immediate payment in full, 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.