

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

93 JAN 26 PM 12:12

93063823

93063823

(Space Above This Line For Recording Data)

MORTGAGE

APPL# 001-21107031

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 21, 1993**. The mortgagor is **RICHARD REDLINGER AND MARCIA REDLINGER, A/K/A MARCIA A REDLINGER, HUSBAND AND WIFE**

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

HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **16 NORTH SPRING STREET, ELGIN, ILLINOIS 60120**

("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED FIFTY THOUSAND AND NO/100** Dollars (U.S. \$ **150,000.00**).

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, 2008**. 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:

LGT 40 IN BLOCK 3 IN EVERGREEN SUBDIVISION NO. 1, BEING A SUBDIVISION OF THAT PART OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 47 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1986 AS DOCUMENT 86422657, IN COOK COUNTY, ILLINOIS.

Pin# 02-18-413-010-0000

which has the address of **4984 THOBURN DRIVE, BARRINGTON**
Illinois 60010 [Zip Code] ("Property Address");

[Street, City]

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

5R(IL) 91061

VMP MORTGAGE FORMS - (313)293-8100 - 18001621-7291

Page 1 of 5

Form 3014 9/90
Amended 5/91

UNOFFICIAL COPY

BOX 333

This instrument was prepared by: **BARBARA L. CZERK**
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires: **MY COMMISSION EXPIRES OCT. 8, 1994**
Notary Public

Given under my hand at **ELGIN, ILLINOIS** day of **JANUARY**, 1993
Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is the
personally known to me to be the same person(s) whose name(s)

CHARLES REDLINER AND MARCIA REDLINER, A/K/A MARCIA A REDLINER, HUSBAND AND WIFE
a Notary Public in and for said county and state do hereby certify
County ss:

KANE

Borrower
(Seal)

Borrower
(Seal)

MARCIA REDLINER
CHARLES REDLINER
Borrower
(Seal)

Witnesses:
in any rider(s) executed by Borrower and recorded with it.

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

- 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- 14 Family Rider
14 Cordomium Rider
Planned Unit Development Rider
Race Impoverment Rider
Biweekly Payment Rider
Graduated Payment Rider
Balloon Rider
V.A. Rider
Second Home Rider
Other(s) [Specify]

UNOFFICIAL COPY

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

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY

Page 2 of 6

Form 3014 9/90

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the instrument set forth above within 10 days of the giving of notice, or (b) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

If Borrower makes payment directly to Lender prior to receiving the payment from the instrument holder, Lender may give Borrower a notice identifying the instrument, or (c) secures from the instrument holder of the instrument a written agreement satisfactory to Lender which may allow Borrower to take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the property which may affect the instrument.

5. **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.

6. **Priority of Instruments.** Lender shall have priority over this Security Instrument unless Lender:

(a) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(b) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(c) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(d) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(e) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(f) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(g) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(h) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(i) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(j) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(k) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(l) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(m) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(n) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(o) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(p) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(q) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(r) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(s) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(t) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(u) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(v) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(w) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(x) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(y) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

(z) conveys the instrument to a holder of record who has given notice to the instrument holder to pay the amount due under the instrument.

TODGETHER WITH all the improvements now or hereafter erected on the property which may affect the instrument, all fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

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 affect this Security Instrument as a lien on the property; (b) yearly leasehold payments

and assessments which may affect this Security Instrument as a lien on the property; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, or ground rents on the property, 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 pay the funds in an amount not to exceed the maximum amount a lender for a federal agency loan may require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in 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 require loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

The Escrow Items or other items in connection with this loan may require for Borrower to pay the maximum amount a lender for a federal agency loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

Escrow Items or other items in connection with this loan may require for Borrower to pay the maximum amount a lender for a federal agency loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

Escrow Items or other items in connection with this loan may require for Borrower to pay the maximum amount a lender for a federal agency loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

Escrow Items or other items in connection with this loan may require for Borrower to pay the maximum amount a lender for a federal agency loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

Escrow Items or other items in connection with this loan may require for Borrower to pay the maximum amount a lender for a federal agency loan my require for Borrower's escrow account under the Federal Estate Settlement Proceedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law than applies to the funds results in a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount.

UNOFFICIAL COPY

Page 3 of 6

Form 3014 9/80

be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Losses reserved one-twelfth of the yearly mortgagelife premium being paid by Borrower when the insurance coverage is equal to subs tantially equivalent to the amount each pay to Lender each month a sum equal to cost to Borrower of the insurance coverage previously in effect, from an alternative mortgage insurance company to the obtain coverage substantially equivalent to the monthly insurance coverage required to insure coverage required by Lender to Borrower shall pay the insurance coverage previous to be in effect, at a cost substantially equivalent to the insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to insurement, Borrower shall pay the insurance coverage required by Lender in effect, if, for any reason, the instrument, Borrower shall pay the premiums required to maintain the mortgage insurance as a condition of making the loan secured by this security.

8. Mortgage Insurance. If Lender required mortgagelife insurance is a condition of making the loan secured by this security payment.

Date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding the security instrument, Unless Borrower and Lender agree to other terms of payable, these amounts shall bear interest from the date of disbursement by Lender under this paragraph.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 7, Lender does not have to do so.

Reasonable attorney fees and expenses relating to the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security instrument, paying in court, paying far whatever is necessary to protect the value of the Property and Lender's rights in the property. Lender's actions may proceed in bankruptcy, probate, for condemnation or to enforce laws or regulations, then Lender may do and 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, any action to foreclose, or to enjoin proceedings against Lender).

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in

leaseshold and the fee title shall not merge unless 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 lessorhold, Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a to representations concerning Borrower's occupancy of the Property as a principal residence, but not limited to provide Lender with any material information) in connection with the loan evidenced by the Note, including Lender's right to terminate the loan application process, gave noticeability notice of the action or claim of Lender or failed Borrower, during the term created by this Security instrument or Lender's security interests. Borrower shall also be in default if impairment of the lien created by this Security instrument or Lender's security interests. Borrower or other interested party such a default and remits, as provided in paragraph 8, by causing the action or claim of Lender to be dismissed with or ruling that, in Lender's good faith determination, precludes force of the Borrower's interest in the Property or otherwise if cure such a default and remits, as provided in paragraph 8, by causing the action or claim of Lender to be dismissed with or ruling that, in Lender's good faith determination, precludes force of the Borrower's interest in the Property or otherwise if action or proceeding, whether civil or criminal, is brought against Lender in Lender's good faith judgment could result in any forfeiture of Property, allow the Property to determine, or commit waste on the Property. Borrower shall be in default if any damage or impairment of the circumstances exist which are beyond Borrower's control. Borrower shall not destroy, or impair the date of occupancy, unless Lender otherwise agrees, Borrower's consent shall not be unreasonably withheld, or unless this Security instrument and shall continue until the principal residence for at least one year after Borrower shall occupy, establish, and use the Property as principal residence days after the execution of

6. Occupancy, Reservation, Maintenance and Protection of the Property; Borrower's Loan Application; Lender's.

immediately prior to the acquisition of the property by Lender to the acquisition of the sum secured by this Security instrument damage to the Property prior to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument under paragraph 21 if the property is acquired by Lender; Borrower's right to any insurance policies and proceeds from past due date of the monthly payments referred to in writing, any application of proceeds to principal reductions, if Lender does not extend or

unless Lender and Borrower otherwise agree in writing. The 30-day period will begin when the notice is given.

secured by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given. Lender may collect the insurance proceeds. Lender may use the proceeds to repeat or restore the Property or to pay sums Lender may not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, when Property, or does not hold the insurance instrument, whichever or not in lessened, the insurance carrier or not liable to Borrower. It Borrower is secured by this Security instrument, whichever or not liable, within any excess paid to Borrower, if Borrower abandons the date of non-compliance, Lender's security would be lessened, the insurance proceeds shall be applied to the sums repair is not reasonably feasible or Lender is economically feasible and Lender's security is not lessened, if the restoration or Property damaged, if the restoration or repair is economic and Lender's security is not lessened, if the restoration or unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the

Lender may make proof of loss if not made promptly by Borrower. All insurance and renewals, if Lender receives, Lender shall give prompt notice to the insurance carrier and Lender, paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, shall have the right to hold the policies and renewals, if Lender and shall include a standard mortgage clause, Lender

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7, which shall be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, if Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval floods or flooding, for which Lender 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, now existing or occurring, Lender shall keep the improvements now existing or herafter erected on the

93063823

93063823

UNOFFICIAL COPY

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

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

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

93063823

UNOFFICIAL COPY**ADJUSTABLE RATE RIDER**
(5 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21ST day of JANUARY 1993, 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
HOME FEDERAL SAVINGS & LOAN ASSOCIATION OF ELGIN
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4984 THORNBARK DRIVE BARRINGTON, ILLINOIS 60010
[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 6.900 %. 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 , 19 98 , and on that day every 60th 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 5 years, 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 that 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 percentage points (2.000 %) 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 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 8.900 % or less than 4.900 %. 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 60 months. My interest rate will never be greater than 12.900 %.

(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.

UNOFFICIAL COPY

Property of Cook County Clerk

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration of debt or demand and Borrower.

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 that the transferor sign an assumption agreement made in the Note and this Security Instrument unless Lender releases the instrument. Borrower will continue to be obligated under the Note and this Security Instrument until notice or demand is given.

If Lender shall provide a period of not less than 30 days from the date the notice is delivered or mailed within the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand.

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

Richard Redlinger
Margita Redlinger
Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)
Borrower
(Seal)

3063823

B. 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 transfer 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 any covenant or agreement in this Security Instrument is acceptable to Lender.

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