

PREPARED BY:
JANE HANNA
ALSIPI, IL 60658

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RECORD AND RETURN TO:

G.L. MORTGAGE CORP.
11346 SOUTH CICERO AVENUE
ALSIPI, ILLINOIS 60658

BOX 327

(Space Above This Line For Recording Data)

DEFT-01 RECORDING \$39.00
T\$0000U TRAN 9195 08/31/94 14:49:00
\$1640 + C.1 *-94-769202
COOK COUNTY RECORDER

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 26, 1994
CORNELL E. MC CRAY, MARRIED TO
TINA MC CRAY **

The mortgagor is

("Borrower"). This Security Instrument is given to
G.L. MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 11346 SOUTH CICERO AVENUE
ALSIPI, ILLINOIS 60658
EIGHTY EIGHT THOUSAND EIGHT HUNDRED
AND 00/100

(*Lender*). Borrower owes Lender the principal sum of
Dollars (U.S. \$ 88,800.00).

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 SEPTEMBER 1, 2024. 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:

PARCEL 1: LOT 41 (EXCEPT THE NORTHERLY 8 FEET THEREOF AS MEASURED AT
90 DEGREES TO THE NORTHERLY LINE OF LOT 41) IN HUGUELET'S ADDITION TO
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

**TINA MC CRAY IS EXECUTING THIS MORTGAGE SOLELY FOR THE
PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
29-09-115-057, 29-09-115-042

which has the address of 14821 ATLANTIC, DOLTON
Illinois 60419

Street, City,

Zip Code

("Property Address");

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Form 3014-9/99
DPS 1080

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GERIL (10/10/99)

more of the actions set forth above within 10 days of the giving of notice.

If Borrower makes any payment over this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, if (c) Secures from the holder of the lien an assignment sufficient to Lender authorizing the lien to encroachment of the lien, or (d) Secures from the holder of the lien an assignment sufficient to Lender authorizing the lien to encroachment by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) consents in good faith the lien writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (a) agrees in Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, to the ultimate provider in the manner provided in paragraph 2, or it not paid in that manner, Borrower shall pay him directly these obligations in the manner provided in this Security Instrument, and Borrower shall pay him on time directly which may attach priority over this Security Instrument, and leave hold of ground rents, if any, Borrower shall pay 4. **(Chargers)** Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the Property, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts (any late under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument.

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 2, Lender holds equity or all the Property, Lender, prior to the acquisition of any

Funds held by Lender, shall apply to pay the amount necessary to make up the deficiency in no more than twelve months.

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 is not sufficient to pay the deficiency in no more than twelve months, it is Lender's sole discretion.

If the Funds held by Lender may agree to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months.

For the excess Funds held by Lender may agree to be paid, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender at the time of acquisition or sale as a credit against the sums secured by

the Property, shall apply to the amount necessary to make up the deficiency, Borrower shall pay to Lender, at any time is not sufficient to pay the excess Funds held by Lender, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender at the time of acquisition or sale as a credit against the sums secured by

the Property, unless Lender may agree to be paid, Lender shall be entitled to pay Borrower any interest or earnings on the Funds held by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

used by Lender, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service a charge. However, Lender may not charge Borrower for holding the Funds, unless applying the escrow account, or

escrow items, unless Lender pays Borrower for holding the Funds, annually analyzing the escrow account, or

escrow items, Lender may not charge Borrower for holding the Funds, unless Lender holds the Funds to pay the (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to make such

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurability, or early

escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended to time to time, 12 U.S.C., Section 260 et seq. ("RESPA"), unless another law than applies to the Funds related mortgagor who may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items."

it may; (e) yearly mortgage insurance premiums, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold premiums

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 attach priority to the Note, until the Note is paid in full, a sum ("Funds") for; (a) yearly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

Variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for normal use and non-uniform covenants with limited

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

grants and conveys the Property to the Lender, until the Note 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.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all additions, appurtenances, fixtures now or hereafter a part of the property. All improvements and additions shall also be governed by this Security

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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 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

DPS 1081
Form 3014/9/90
Initials / J.M. / J.M.

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

Security instruments shall be deemed to have been given or borrowed or lent under written agreement in this paragraph.

13. 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 us, or another method, The notice shall be directed to the Property Address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail unless Borrower provides otherwise in writing. Any notice provided for in this instrument or under its addressee Borrower's notice to Borrower, shall be delivered to the addressee by notice to Borrower, Any notice provided for in this instrument shall be given by first class mail to Lender.

13. **Loan Charges.** If the loan received by this SecuritY instrument is subject to a fee 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 this and the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge loan exceeded the permitted limit; and (b) any sum already collected from Borrower which exceeds the principal owed under the terms of the agreement to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment and payment to Borrower.

12. **Accessories and Assigⁿs Bounding; Joint and Several Liability; Co-signers.** The coventants 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 mitigate, garnish and convey his or her any accommodation with regard to the terms of this Security instrument or if he or she without the Borrower's consent.

11. Borrower Not Responsible: Forfeiture of a Waiver. Extension of the time for payment or modification 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 owner of Borrower's successors in interest. Lender shall not be liable to Lender for any demand made by the original Borrower or Borrower's successors in interest of the sums secured by Lender in exercising any right or remedy.

accrued by this Security Instrument, whether or not then due.

If the Property is demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of settlement 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

marking, uniqueness, and interoperability under otherwise agreed terms of writing or unless otherwise provided, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then 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 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 sums secured by this Security Instrument 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 by this Security Instrument.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any portion of or in respect of any leasehold interest, shall be the sole property of the lessor.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Payments may no longer be required, at the option of Lender, if mortgagor instruments coverage (in the amount and for the period that Lender (referred to as "Lender") provided by an insurer approved by Lender against damages 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 instrument between Borrower and Lender or applicable law.

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

If Lender exercises this option, Lender shall give Borrower notices 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.

DPS 1083
Form 3014 8/90

Initialed: *[Signature]*

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Form 3014 9/90

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DPS 1094

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 26th day of AUGUST 1994
signed and delivered the said instrument as HIS/HER 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 he/she
, personally known to me to be the same person(s) whose name(s)

that CORNELL E. MC CRAY*, MARRIED TO TINA MC CRAY**
STATE OF ILLINOIS, COOK COUNTY ss:
I, THE UNDERSIGNED, Notary Public in and for said county and state do hereby certify
that CORNELL E. MC CRAY/MARRIED TO TINA MC CRAY*

-Borrower
(Seal)

-Borrower
(Seal)

TINA MC CRAY
JULY 11/94

-Borrower
(Seal)

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.

SOLELY FOR THE PURPOSE OF MAINTAINING ANY AND ALL MARRITAL AND HOMESTEAD RIGHTS

*TINA MC CRAY IS EXCLUDING THIS MORTGAGE

24. Rider 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable boxes.)
- Adjustable Rate Rider
 Biweekly Payment Rider
 Biweekly Payment Rider
 Biannual Payment Rider
 Monthly Rider
 Condominium Rider
 Fixed Rate Rider
 Impovement Rider
 Interest Only Payment Rider
 balloon Rider
 V.A. Rider
 Other(s) [specify]

24. Rider 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 of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable boxes.)

44769202

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RIDER - LEGAL DESCRIPTION

PARCEL 1: LOT 41 (EXCEPT THE NORTHERLY 8 FEET THEREOF AS MEASURED AT 90 DEGREES TO THE NORTHERLY LINE OF LOT 41) IN HUGUELET'S ADDITION TO IVANHOE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 31 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF SAID NORTHWEST 1/4 OF SAID SECTION 9 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 41 IN SAID HUGUELET'S ADDITION TO IVANHOE, THENCE SOUTH 18 DEGREES, 00 MINUTES, 00 SECONDS WEST 16.00 FEET ON A LINE 30.00 FEET EASTERLY OF (AS MEASURED AT 90 DEGREES THERETO) AND PARALLEL WITH THE CENTER LINE OF ATLANTIC AVENUE (AS PER ROBERTSON'S ADDITION TO IVANHOE, RECORDED FEBRUARY 15, 1926 AS DOCUMENT NUMBER 9179682, LAST DESCRIBED PARALLEL LINE 30.00 FEET EASTERLY OF THE CENTER LINE OF SAID ATLANTIC AVENUE, ALSO BEING THE EASTERN LINE OF SAID ATLANTIC AVENUE AS PER COUNTY COURT CASE NUMBER S.A. #1004665 61005662 1/4 % ENTERED FEBRUARY 14, 1962); THENCE SOUTH 72 DEGREES, 00 MINUTES, 00 SECONDS EAST ON A LINE 16 FEET SOUTHERLY OF (AS MEASURED AT 90 DEGREES) AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 41, 130.00 FEET TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EASTERN LINE OF SAID LOT 41; THENCE NORTH 18 DEGREES, 00 MINUTES, 00 SECONDS EAST ON THE SAID SOUTHERLY PROLONGATION OF THE EASTERN LINE OF SAID LOT 41, 16.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41; 16.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 41 THENCE NORTH 72 DEGREES 00 MINUTES 00 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 41, 130.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

29-09-115-057
29-09-115-042

94769202

DPS 048

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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 26TH day of AUGUST 1994, 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 Fixed/Adjustable Rate Note (the "Note") to G.L. MORTGAGE CORP.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

14821 ATLANTIC, DOLTON, ILLINOIS 60419

Property Address

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 8.8750% and also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

%

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of SEPTEMBER , 2001, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Instrument

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Form 3182 5/94 Rev. 07/20/94

DBR 4872

LMP-8438 (8406)

VMP MORTGAGE FORMS • (800)621-7281

Initials: *[Signature]*

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INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

BE IN EFFECT, AND THE PROVISIONS OF SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

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 to 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.

This option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this option, require immediate payment in full of all sums secured by this Security Instrument. However, 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.

Transfer of the Property or a Beneficial Interest in Borrower, if all or any part of the Property

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

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

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

(F) Notice 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 new monthly payment changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 3.8750 %. The Note Holder will then determine the amount of my 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 less than 3.8750 %. Thereafter, my adjustable 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 12 months. My interest rate will never be greater than 3.8750 %.

(D) Limits on Interest Rate Changes

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 this calculation will be the new amount of my monthly payment in substantially equal payments. The result of this calculation will be the new amount of my monthly payment rounded down to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this

(C) Calculation of Changes

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

TWO AND THREE FOURTHS (2.750 %) to the Current Lender. 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

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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 also may 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, 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.

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

CORNELL E. MC CRAY
CORNELL E. MC CRAY

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower