

9006575

94799778

DEPT-01 RECORDING \$31.00  
T#0000 TRAN 9326 09/13/94 15:39:00  
63752 + C.J. \*94-799778  
COOK COUNTY RECORDER

Send to: Deerfield Federal Savings and Loan Assoc  
745 Deerfield Road  
Deerfield, IL 60015

BOX 392

ATTORNEY'S NATIONAL  
TITLE NETWORK, INC.

GOLD ADVANTAGE LINE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 28, 1994  
The mortgagor is RONALD L. GAN AND STEPHANIE A. EVANS, MARRIED TO EACH OTHER  
("Borrower"). This Security Instrument is given  
to DEERFIELD FEDERAL SAVINGS AND LOAN ASSN  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is  
745 DEERFIELD ROAD, DEERFIELD, IL 60015

owes Lender the maximum principal sum of TWENTY THREE THOUSAND AND NO/00  
Dollars (U.S. \$ 23,000.00), or the aggregate unpaid amount of all loans made by Lender pursuant  
to that certain Gold Advantage Line Agreement ("Agreement" of even date herewith, whichever is less.  
This debt is evidenced by the Agreement ("Note") executed by Borrower (or "Note") dated the same date  
as this Security Instrument which Agreement provides for regular monthly payments, with the full debt,  
if not paid earlier, due and payable on AUGUST 15, 1999. The Agreement provides that loans may be  
made from time to time not to exceed the above stated maximum amount outstanding at any one time. This  
Mortgage secures payment of any existing indebtedness and future advances made pursuant to the  
Agreement to the same extent as if such future advances were made on the date of the execution of this  
Mortgage, without regard as to whether or not there is any indebtedness outstanding at the time and  
advance is made.

THE NOTE ("AGREEMENT") PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE  
MONTHLY PAYMENT. THE NOTE DOES NOT LIMIT THE AMOUNT THE BORROWER'S INTEREST RATE CAN  
CHANGE AT ANY ONE TIME. THE NOTE LIMITS THE MAXIMUM RATE THE BORROWER MUST PAY.

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note ("Agreement") provides for an initial interest rate of 7.4 %. The Note provides for changes  
in the interest rate and the monthly payments as follows:

(A) Change Dates

The interest rate I will pay may change on the first day of September, 19 , and on that day every year  
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  
greatest Prime Rate as appears in the "Money" Section of the Wall Street Journal, Midwest Edition, on  
the 25th day of July each year. If the Prime Rate does not appear in said Wall Street Journal, or if  
the Wall Street Journal is not published on the 25th day of July, the most recent Wall Street Journal  
prior to the 25th day of July in which the Prime Rate appears will be used. If the index ceases to  
exist, the Corporate Borrowing Rate of the First National Bank of Chicago existing on the 25th day of  
July of each year will be used. The most recent index figure available as of July 25th (or otherwise,  
as herein above set forth) before each change date is called the "Current Index".

(C) Calculation of Changes

Before each Change Date, the Lender will calculate my new interest rate by adding four and four-tenths  
percentage point (4.40%) to the Current Index. Subject to the limits stated in Section (D) below, this  
amount will be my new interest rate until the next Change Date.

Any change in my interest rate will change the amount of the regular payment due under the "Minimum  
Payment" provisions of the Agreement.

(D) Limits on Interest Rate Changes

My interest rate will never be greater than 9% per annum.

(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 Lender will notify me of any changes in my interest rate and the amount of my monthly payment on  
the periodic statement.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note  
("Agreement"), 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 THREE (3) IN BLOCK SEVEN (7) IN RAVENSWOOD, BEING A SUBDIVISION OF THE NORTH  
EAST QUARTER (N.E.1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FORTY (40), RANGE FOURTEEN  
(14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-18-209-009

+ North

31 2  
16

which has the address of 4646 N. HERMITAGE AVE, CHICAGO  
Illinois 60640 ("Property Address");

(Street)

(City)

# UNOFFICIAL COPY

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".

**BORROWER 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.

Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges and other charges due under the Note.

**2. Application of Payments.** Unless otherwise agreed or required by applicable law, payments and other credits under the Note will be applied in the following order; to (a) late charges and other charges; (b) any amounts that exceed your Credit Limit; (c) FINANCE CHARGES; and (d) unpaid principal.

**3. 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 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. Borrower shall make these payments directly, and Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument other than the prior mortgage hereinafter described, 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 10 days of the giving of notice.

**4. 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 6.

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 19 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.

**5. 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 a 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 security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16 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.

**6. Protection of Lender's Right 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 apply 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 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 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.

**7. 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.

**8. 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

# UNOFFICIAL COPY

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.

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 paragraph 1 or change the amount of such payments.

**9. 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.

**10. 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 15. 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.

**11. 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.

**12. 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.

**13. 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.

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

**15. 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 exercised 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.

**16. 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 15.

**17. 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 12 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.

**18. 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 use 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 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other

# UNOFFICIAL COPY

flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. **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 15 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

21. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

22. **Default.** In the event of any default under the terms of this Mortgage or the Agreement ("Note"), Lender will notify Borrower, in writing, pursuant to Paragraphs 12, 15 and 19 of acceleration, no further advances under the Agreement ("Note") will be permitted. If Borrower cures the default to lender's satisfaction, future advances under the Agreement may be made.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument upon payment by Borrower of a reasonable fee for the preparation and delivery of a release deed. Borrower shall pay any recordation costs.

24. **Prior Mortgage.** (a) The Borrowers affirm that they are the obligors under a note secured by a mortgage, in the original sum of \$184,000.00 DOLLARS, dated JULY 28, 1994 and recorded on \_\_\_\_\_ in the Recorder's Office of COOK County, Illinois, as Document No. \_\_\_\_\_ and hereby specifically agree that when and if they permit said note or mortgage to become in default under any of their terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of 15. (b) Borrower further covenants and agrees to maintain their above-described first mortgage account and all payments due and owing thereon fully current and to fully comply with all the terms, provisions and covenants of their first mortgage and note. In the event that the borrower hereunder fails to keep said first mortgage account fully current, the Lender hereunder may pay to the first mortgage to the principal indebtedness due and owing hereunder. (c) Lender, with the consent of the first mortgagee, may buy the first mortgage or take an assignment thereof and add the full face amount of the first mortgage to this second mortgage debt. (d) Borrower covenants that in the event of default in the making of their payments due and owing to the first mortgagee, the lender may declare an acceleration of this second mortgage indebtedness and foreclose this mortgage. (e) Borrower covenants that the surplus proceeds of any foreclosure sale over and above the amount needed to pay the first mortgage debt, are hereby assigned to the lender under this mortgage. (f) Borrower covenants that they will deliver to the lender any notices received by them from the first mortgagee or from any public body. (g) Borrower covenants that a foreclosure of the first mortgage will not extinguish personal liability of the Borrower on the Agreement secured by this junior mortgage. (Strike if Inapplicable)

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 of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- |                                     |  |                          |                                |
|-------------------------------------|--|--------------------------|--------------------------------|
| <input type="checkbox"/>            | Condominium Rider                        | <input type="checkbox"/> | Planned Unit Development Rider |
| <input checked="" type="checkbox"/> | 1-4 Family Rider                         | <input type="checkbox"/> | Second Home Rider              |
| <input checked="" type="checkbox"/> | Other GOLD ADVANTAGE LINE MORTGAGE RIDER |                          |                                |

\* See Gold Advantage Line Mortgage Rider attached hereto and made a part hereof which modifies and amends A and B of this document.

94799778

# UNOFFICIAL COPY

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.

*Ronald L. Gan*  
RONALD L. GAN

(Seal)  
-Borrower

*Stephanie A. Evans*  
STEPHANIE A. EVANS

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,

*Cook*

County ss:

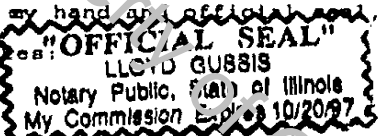
I, THE UNDERSIGNED, a Notary Public in and for said county and state, do certify that RONALD L. GAN AND STEPHANIE A. EVANS, MARRIED TO EACH OTHER

, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28TH day of JULY, 1994

My Commission expires:



*[Signature]*

Notary Public

This instrument was prepared by and for:

ELIZABETH MCKINNEY  
(Name)

(Address)  
KORWOOD FEDERAL SAVINGS BANK  
Div. of Deerfield Federal Savings  
5813 N. MILWAUKEE AVE.  
CHICAGO, ILLINOIS 60646

Cook County Clerk's Office

94799778

# UNOFFICIAL COPY

## GOLD ADVANTAGE LINE MORTGAGE RIDER

This GOLD ADVANTAGE LINE RIDER is made this 28<sup>TH</sup> day of JULY, 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 Note to

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

4646 N. HERMITAGE AVE., CHICAGO, IL 60640

(Property Address)

The GOLD ADVANTAGE LINE MORTGAGE is modified as follows:

### A. Change Dates

The interest rate I will pay may change on January 1, 1995. The interest rate may change again on the first day of September, 1995, and on that day every year thereafter (the "Change Date").

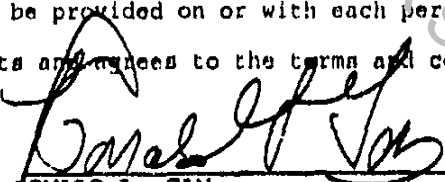
### B. The Index

Beginning with the first Change Date, my interest rate will be based on an Index. For the first Change Date, the Index is the greatest Prime Rate as appears in the "Money Rates" Section of the Wall Street Journal, Midwest Edition on November 25, 1994. If the Prime Rate does not appear in said Wall Street Journal, or if the Wall Street Journal is not published on November 25, 1994, the most recent Wall Street Journal prior to November 25, 1994, in which the Prime Rate appears will be used. If the index ceases to exist, the Corporate Borrowing Rate of the First National Bank of Chicago existing on November 25, 1994, will be used.

After the first Change Date, beginning with the September 1, 1995, Change Date, the Index is the greatest Prime Rate as appears in the "Money" Section of the Wall Street Journal, Midwest Edition, on the 25th day of July of each year. If the Prime Rate does not appear in said Wall Street Journal, or if the Wall Street Journal is not published on the 25th day of July, the most recent Wall Street Journal prior to the 25th day of July in which the Prime Rate appears will be used. If the index ceases to exist, the Corporate Borrowing Rate of the First National Bank of Chicago existing on the 25th day of July of each year will be used. The most recent index figure available as of July 25th (or otherwise, as hereinabove set forth) before each change date is called the "Current Index".


The initial Annual Percentage Rate is not based on the margin used to make later rate adjustments. The initial Annual Percentage Rate of 7.4% is in effect through December 31, 1994. Rate information will be provided on or with each periodic statement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants in this GOLD ADVANTAGE LINE MORTGAGE RIDER.

  
RONALD L. GAN

(Seal)

-Borrower

  
STEPHANIE A. EVANS

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower