

# UNOFFICIAL COPY

5001048108

DELIVER TO  
BOX 166

94833369

[Space Above This Line For Recording Data]

## MORTGAGE ADJUSTABLE RATE

- DEPT-01 RECORDING \$39.00
- T#0000 TRAN 9488 09/26/94 12:10:00
- #6261 + CJ \*-94-833369
- COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 23, 1994**. The mortgagor is

LUCY MURRAY, MARRIED TO RUTHVEN MURRAY

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

STANDARD FEDERAL BANK FOR SAVINGS

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

FORTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS & NO CENTS

Dollars (U.S. \$ 41,250.00).

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 **OCTOBER 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:**

**LOT 7 IN DALENBERG'S SUBDIVISION OF BLOCK 5 IN FIRST ADDITION TO PULLMAN IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**PIN # 25-21-221-033-0000**

94833369

which has the address of **11316 S STATE ST** ("Property Address");  
Illinois **60628** [Zip Code]

**CHICAGO**

[Street, City]

39.8

**ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT****VMP-8R(IL) 9212-01****Form 3014 9/90****Amended 5/91****VMP MORTGAGE FORMS - 18001521-7291**

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Form 3014 9/90

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

To be severable  
given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are deemed conditions with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be superseded in whole the Property is leased; in the event that any provision or clause of this Security Instrument or the Note is superseded by another provision of this Security Instrument or the Note, the Note and the law of the State in which the Property is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Security Instrument shall be deemed to have been given to Borrower or Lender when given in this paragraph.  
Lender's address shall be given to Borrower or Lender designdes by notice to Borrower. Any notice provided for in this paragraph of any other address by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless otherwise used as applicable law requires use of another method. The notice shall be directed to the Property Address n by the first class mail unless otherwise used as applicable law requires use of another method.

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

prepaid return envelope under the Note.  
Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit and (b) any sum already collected from Borrower which exceeds permitted limits will be reduced to loan exceed the permitted limits, item (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected to or to be collected in connection with the make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to the Note without the Borrower's consent, Borrower's interest in the Property under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, or bear or succeed by this Security Instrument and (d) agrees that Lender and any other Borrower may agree to pay the sums Borrower's failure to do so-signing this Security Instrument only to mortgagee, grant and convey this instrument but does not execute the Note; (a) is co-signing this Security Instrument or otherwise modify amortization paragraph 17. Borrower's co-signers and agreeements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17.

Security instrument shall be given to Lender to any successor in interest of Borrower shall exercise of any remedy or remedy, successors in interest. Any Lender in exercising any right of remedy shall not be a waiver of or preclude the of the sums secured by this Security Instrument by its person or any other of the original Borrower or Borrower's consecutive proceedings against the Borrower or Lender to any successor in interest, Lender shall not be required to not operate to release the liability of the original Borrower's successors in interest, Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Responsible; Foreclosure Not a Waiver. Extension of the time for payment of nondifferentiation postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or secured by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, if the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sums secured by this Security instrument whether or not the sums are then due.

10. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation of other taking of the Property, the proceeds shall be applied to 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 paid to Lender, 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, divided by (b) the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or greater than the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or greater than the amount of the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be paid to Lender, 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 paid to Lender, 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 less than the amount of the sums secured by this Security instrument shall be paid to Lender, with any excess paid to Borrower.

9. Inspection. Lender or his agent may make reasonable entries upon and inspect provisions of the Property. Lender shall give notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

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

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

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

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more of the actions set forth above within ten days of the issuance of notice, this Security Instrument, Lender may give Borrower a notice demanding the return of the Security Interest. If Lender determines that any part of the Property is subject to a lien which may attach prior to or during the enforcement of the lien or before a notice is given to the Lender, Borrower shall satisfy the lien or take one or more actions to prevent the enforcement of the lien or before a notice is given to the Lender.

If Lender takes any action to satisfy the lien or before a notice is given to the Lender, Borrower shall pay expenses reasonably incurred by Lender in connection with the preparation of the documents to be paid under this paragraph to the person owed payment. Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph to the parties named in the instrument provided in paragraph 2, or if not paid in full in another, Borrower shall pay the amount on time directly without giving notice to the parties to the instrument or to the Lender. Borrower shall pay the Property taxes in full prior to the expiration of the period of assessment, and Lender shall pay the amount of taxes, if any, which may accrue over this Security Instrument, and Lender shall pay the amount of taxes, if any, which may accrue over this Security Instrument unless otherwise directed by Lender.

4. **Charges for Taxes, Borrower shall pay all taxes, assessments, charges, fines and impoundments applicable to the Property**.

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 legal expenses the Note; second, to amounts payable under paragraph 2;

6. **Securities**, shall apply any funds held by Lender in the name of any other or set the Property Lender prior to the acquisition of the sums secured by this Security Instrument.

7. **Funds held by Lender**, if, under paragraph 2, Lender shall acquire or set the Property Lender prior to the acquisition of the sums secured by the Property, shall apply any funds held by Lender in the name of any other or set the Property Lender prior to the acquisition of the sums secured by funds held by Lender.

8. **Upon Payment in Full of All Sums Secured by This Security Instrument**, Lender shall promptly refund to Borrower any

written notice, if Lender has received the amount necessary to make up the deficiency in the amount due.

9. **Interest on Summation to Pay the Escrow Items Within Due**, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount of the funds held by Lender to Borrower to pay the excess funds in accordance with the requirements of applicable law. If the excess funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly refund to Borrower any

amount paid by Lender in excess of the amounts permitted by applicable law.

10. **Refund of Funds Held by Lender**, if the funds are pledged as additional security for all sums secured by this Security Instrument.

11. **Refund of Funds Held by Lender**, if Lender may agree in writing, however, that interest shall be paid on the funds and the purpose for which each without charge, an annual accounting of the funds, showing credits and debits to the funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds, based by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made at a charge, however, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

versus the escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such escrow items Lender may not charge Borrower for holding and applying the escrow account, or Lender may not charge in any event holding Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the funds to pay the escrow items, unless Lender may not charge Borrower for holding and applying the escrow items, or Lender may not charge in any event holding Lender is such an institution or in any Federal Home Loan Bank, Lender shall be held in accordance with applicable law.

12. **Funds Held in Escrow**, Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future

Lender may estimate the amount of funds in any time, collect and hold funds in an amount not to exceed the lesser amount, set a lesser amount, if so, Lender may, in any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended to date to time, 12 U.S.C. Section 260 et seq. ("RESPA"), unless another law shall applies to the funds

related mortgage loan may require for Borrower's account under the federal Residential 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 related mortgage loan may, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items," the provisions of paragraph 8, if any, and (f) any sums payable by Borrower to Lender, in accordance with

if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Lender, in accordance with or ground rents on the Property, if any; (e) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach prior to this Security Instrument as a lien on the Property; (b) yearly leasehold payments 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

13. **Funds for Taxes and Insurance**, subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of any interest on the Note and any prepayment and late charges due under the Note.

14. **Payment of Prepaid and Interests Prepayment and Late Charges**, Borrower shall promptly pay when due the

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

15. **Waiver of Jurisdiction to Contest a Uniform Security Instrument covering real property.**

16. **This SECURITY INSTRUMENT** combines uniform covenants for ratable use and non-uniform covenants with limited

and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

17. **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

18. **Instrument**, All of the foregoing is referred to in this Security Instrument as the "Property."

19. **TOGETHER WITH** all the improvements now or hereafter erected on the property, All replacements and additions and easements, and fixtures now or hereafter a part of the property. All replications and additions and agreee as follows:

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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 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.

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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.

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4445 W. 95TH ST.  
OAK LAWN, IL 60451-5014  
TUESDAY, JUNE 23, 1998  
FAX: 708-525-3014

This instrument was prepared by TRACY WYTRWAL

OFFICIAL SEAL

Given under the hand and official seal this 23rd day of SEPTEMBER 1994  
free and voluntary act, for the uses and purposes herein set forth,  
and delivered to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
subscribed to the foregoing instrument, personally known to me to be the same person(s) whose name(s)

My Commission Expires 02/12/97

AND RUTHVEN MURRAY min. b. L. H. Murray  
LUCY MURRAY, MARRIED TO RUTHVEN MURRAY,  
a Notary Public in and for said county and state do hereby certify  
that I have witnessed the execution of this instrument.

STATE OF ILLINOIS.

Borrower  
(Seal)

Borrower  
(Seal)

WATVE HOMESTEAD RIGHTS  
RUTHVEN MURRAY, SIGNING SOLELY TO BORROWER  
(Seal)

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.

- Check applicable boxes:
- Adjustable Rate Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - 1-4 Family Rider
  - balloon Rider
  - V.A. Rider
  - Second Home Rider
  - Rate Improvement Rider
  - Other(s) [Specify]

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 this Security Instrument as it stands will be incorporated into and supplement  
the covenants and agreements of each such rider and shall be part of this Security Instrument.

**DELIVER TO  
BOX 166****I-4 FAMILY RIDER**  
**Assignment of Rents**

THIS I-4 FAMILY RIDER is made this 23RD day of SEPTEMBER, 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:

**STANDARD FEDERAL BANK FOR SAVINGS**  
**4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632** (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

11316 S STATE ST

CHICAGO

IL 60628

{Property Address}

**I-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, screen doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this I-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**MULTISTATE 1 - 4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform Instrument**

Form 3170 3/93

VMP -57 (9304) 01

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Form 3170 3/93

Borrower  
(Seal)

Borrower  
(Seal)

WATIE HOMESTEAD RIGHTS  
ROTHVEN MURRAY, SIGHTING SOLELY TO  
Borrower  
(Seal)

LUCY-MURRAY  
Borrower  
(Seal)

Lucy Murray

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this instrument  
provided by the Secured Instrument.  
Lender has in his/her sole discretion to waive the Secured Instrument and Lender may make any of the renties  
contained in this instrument shall be a Lender under the Secured Instrument and Lender may make any of the renties  
of Rents shall not give or waive any default or noncompliance any other right or remedy of Lender. This assignment of  
Lender's rights or a Lender's application received, may do so at any time when a default occurs. Any application  
containing of a notice to Lender that the Property before or after giving notice of default to Borrower. However, Lender, or  
Lender or Lender's agents or a Lender's appraiser appointed receiver, shall not be required to enter upon, take  
and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has  
not sold or transferred any of the Rents to the Secured Instrument pursuant to Section 7.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the

Property as to the inadequacy of the Property as security.

Rents of and manage the Property and collect the Rents and profits derived from the Property without any  
possession of those Rents directly received and (ii) Lender shall be entitled to have a receiver appointed to take  
only those Rents directly received and (iii) Lender's agents of any judgment applied to the Rents received by the Lender to account for  
Secured Instrument and Lender's agents on the Property, and then to the sum secured by the  
instrument premiums, taxes, assessments and other charges on the Property, repeat and diminished by  
not limited to, attorney's fees, premiums on receiver's bonds, repeat and diminished by  
appended first to the costs of taking control of and managing the Property and collecting the Rents, including, but  
is liable unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be  
Property shall pay the Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the  
shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the  
as trustee for the benefit of Lender only, to be applied to the sum secured by the Secured Instrument; (ii) Lender  
Lender gives notice of breach to Borrower; (i) all Rents received by Borrower shall be held by Borrower  
in accordance with the Secured Instrument only.

we to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not  
pursuant to paragraph 21 of the Secured Instrument and (ii) Lender has given notice to the tenant(s) that the Rents  
Lender's agents, however, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default  
Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or  
the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or  
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of  
a leasehold

property and all security deposits made in connection with leases of the Property. Upon the assignment is on  
shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole  
discretion. As used in this paragraph (i), the word "lease" shall mean "sublease" if the Secured Instrument is on

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the

H. ASSIGNMENT OF RECEIVER; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

**DELIVER TO  
BOX 166**

# UNOFFICIAL COPY

500104810B  
ARM PLAN NO. 0014

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

THIS ADJUSTABLE RATE RIDER is made this 23RD day of SEPTEMBER,  
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 the Borrower's Adjustable Rate Note (the "Note") to

**STANDARD FEDERAL BANK FOR SAVINGS**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11316 S STATE ST

CHICAGO  
[Property Address]

IL

60628

**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 8.750 %. 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 OCTOBER 1, 1999, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND ONE QUARTER percentage point(s) (4.25 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 8.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.750 %, NOR LESS THAN 8.750 %.

#### (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.

MULTISTATE ADJUSTABLE RATE RIDER ARM 8-2 Single Family Prime Mid-Priced Uniform Instrument

Form 3111 3/85

VMP -822A (83051)

VMP MORTGAGE FORMS - (800)521-7291

Printed on Recycled Paper

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Form 34111 3/86

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

Instrument whereby further notice or demand on Borrower,  
these sums plus to the expiration of this period, Lender may invoke any remedies permitted by this Security  
agreement unless Borrower pays all sums secured by this Security Instrument. If Borrower fails to pay  
mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay  
according to, The notice shall provide a period of less than 30 days from the date the notice is delivered or  
accepted unless Borrower releases Borrower in writing.  
Instrument unless Lender releases Borrower in writing.  
and in this Security Instrument, Borrower will continue to be obligated under the Note and this Security  
agreement to Lender and that Lender may also require the transfer to sign an assumption agreement that is  
consent to the loan assumption. Lender may also require the transfer to sign an assumption agreement that is  
to the extent permitted by applicable law, Lender shall charge a reasonable fee as a condition to Lender's  
acceptance to Lender and that Lender may apply to the transfer to sign an assumption agreement that is  
consent to the loan assumption. Lender may also require the transfer to sign an assumption agreement that is  
this Security Instrument is acceptable to Lender.

Security will not be impeded by the loan assumption and that the risk of a breach of any covenant or agreement in  
transfer is if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's  
option if: (a) Borrower ceases to be substituted to Lender information required by Lender to evaluate this  
exercise is prohibited by federal law as of the date of this Security Instrument, Lender also shall not exercise this  
full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if  
a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in  
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  
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any  
Uniform Covenant 17 of the Security instrument is amended to read as follows:

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