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Form 3014 9/90

Page 2 of 2

Form 3014 9/90

more of the conditions set forth above within 10 days of the filing of notice.  
Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take one or  
both Security Instruments, if Lender decides that any part of the Property is subject to a lien which may attach  
or affectment of the lien; or (c) secures from the holder of the lien an agreement by Lender to prevent the  
lien, or defers a sale until such time as the Lender's security interest is removed or terminated by  
written notice to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) contemplates in good faith the lien  
by, or defers a sale until such time as the Lender's security interest is removed or terminated by  
written notice to the payee of the obligation secured by the lien in a manner acceptable to Lender; (a) agrees in  
writing to the payment of the principal disclosure over this Security Instrument unless Borrower,  
Borrower shall promptly disclose any lien which has priority over this Security Instrument unless  
Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph,  
to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph,  
which may attach prior to the instrument provided in Paragraph 2, or if not paid in full within, Borrower shall pay them on time directly  
unless otherwise in the instrument, and each hold pay them at any time after the instrument is paid in full, Borrower shall pay  
4. **Charges:** Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property  
due, to trustee due; fourth, to principal due; and last, to any late charges due under the Note.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2  
and 2 shall be applied first, to any prepayment charges due under the Note; second, to annuity payments received by Lender under Paragraphs  
this Security Instrument.

of the Property, shall apply any Funds held by Lender at the time of liquidation or sale as a credit against the amounts received by  
Funds held by Lender; if, under Paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the liquidation or sale  
Upon payment in full of all sums secured by this Security Instrument, Lender shall account to Borrower any  
utive monthly payments, at Lender's sole discretion.

If the excess Funds in accordance with the requirements of applicable law, if the amount of liquidation or sale  
for the excess Funds in accordance with the requirements of applicable law, if the amount of liquidation or sale  
of the Funds held by Lender exceed the amounts permitted to be held by Lender to account to Borrower  
shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than  
time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower  
for the excess Funds in accordance with the requirements of applicable law, if the amount of liquidation or sale  
If the Funds held by Lender exceed the amounts received by Lender to account to Borrower  
debt to the Funds was made, the Funds are pledged as additional security for all sums received by Lender to this Security Instrument.  
without charge, an annual accounting of the Funds, showing results and debts to the Funds and the purpose for which each  
Borrower will Lender may agree in writing, Lender shall be paid on the Funds, Lender shall give to Borrower,  
applicable law requires Lender to be paid, Lender shall not be liable to pay providers otherwise. Lender is liable  
used by Lender in connection with a one-time charge for an independent real estate tax reporting service  
charge. However, Lender may receive payment in lieu of the Funds and applicable law permits Lender to make such  
verifying the Escrow items, unless Lender pays to Borrower liquidated on the Funds and applicable law permits  
Escrow items, Lender may not charge Borrower for holding and applying the Funds, unusually holding the escrow  
(including Lender, if Lender is such an individual) or in any federal income tax, Lender shall apply the Funds to pay the  
The Funds shall be held in an escrow until when deposited by a federal agency, Security Instrument, or entirely  
Escrow letters of attorney in accordance with applicable law.

Lender may collect the amount of current data and reasonably calculable costs of collection 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 is amended from time my regular Borrower's account under the General Real Estate Settlement Procedures Act of  
related mortgage loans, my regular Borrower to pay reasonable liquidated payment premium fees for a federally  
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".  
If any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with  
or ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,  
and assessments which may attach prior to the Note until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes  
Lender on the day monthly payments are due under the Note to a written waiver by Lender, Borrower shall pay to  
2. Funds for Taxes and insurance, subject to applicable law in accordance with Note, until the Note is paid in full, a sum ("Funds") for:  
principals of and increases on the debt evidenced by the Note and late charges due under the Note.  
1. Payment of principal and interest and fees under contract covering a following:

UNIFORM COVENANTS, Borrower and Lender cover and agree as follows:  
variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenant for national use and non-uniform covenants with limited  
and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.  
grants and conveys the Property to the Purchaser, except for encumbrances of record, Borrower warrants  
Instrument, All of the foregoing is recorded to in this Security Instrument as the "Property".

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 improvements and additions shall also be covered 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 required by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

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

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

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

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

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15. **Governability Laws**: Security instruments shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision of this Security instrument or the Note are declared given effect without the consent of the provider. To this end the provisions of this Security instrument and the Note are declared

1A. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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 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.

prepayment charge under the Note.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or collected in connection with the instrument to a law which sets maximum loan charges, 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 exceed permitted limits will be reduced to the permitted limit. Under the New York Uniform Law, if a refund reduces principal, the reduction will be treated as a partial repayment to Borrower. Under may choose to make this refund by reducing the principal owed under the New York Uniform Law, if a refund reduces principal, the reduction will be treated as a partial repayment to Borrower. Under may choose to make this refund by reducing the principal owed under the New York Uniform Law, if a refund reduces principal, the reduction will be treated as a partial repayment to Borrower.

make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assumptions: Joint and Several Liability; Co-signers. The convenants 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 successors and assigns 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 Barrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sum secured by this Security instrument; and (c) agrees that Lender and any other Barrower may agree to extend, modify, forgive or terminate this Security instrument.

11. Borrower Not Relieved; Probate; Notice to Lawyer; Extension of Time for Payment or Modificalion  
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 Power of attorney or instrument granted by Lender to any successor in interest of Borrower or Borrower shall not be liable to pay any amount due under this instrument to any successor in interest of Borrower or Borrower's agent or attorney. Lender shall not be liable to pay any amount due under this instrument to any successor in interest of Borrower or Borrower's agent or attorney.

Secured by this Security Instrument, a number or not in each due.

If the Property is damaged by Borrower, or if, after notice by Lender to Borrower that the conduct of offers to make award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect a debt payable by the proceeds, at its option, either to restore or repair of the Property or to file sums

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 the same are then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the market value of the Property immediately before the taking is equal to or greater than the amount of the security instrument of the amounts secured by this Security Instrument before the taking, unless Borrower and Lender otherwise agree by this Security Instrument, the amounts secured by this Security Instrument before the taking shall be reduced by the amount of the proceeds multiplied by the following fractions: (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.

10. Contingentnuation. 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to [name].

9. Inspection. Lender or its agent may make reasonable inspections upon and at reasonable times of the property. Lender shall give Borrower notice at the time of or prior to any inspection specifically reasonable cause for the inspection.

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

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23. **Wavelength of Interfered, Interferer waves all right of homogenized exemplification in the Property.**

22. **Deficiency:** Upon payment of all sums received by the Security institution, sender shall release the Security institution

A. A license in the Parapraphy Schedules, like those provided under the law, is to be issued by the appropriate authority.

Barrosover also promised to make sure that the new rules will not affect the right of workers to form trade unions, to negotiate collectively or to strike.

Information required by applicable law.

19. Sale of Note of Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the control (knowown as the "Loan Servicer"), but collects monthly payments due under the Note and this Security instrument. The Note of Change of Loan Servicer, the Note or a partial interest in the Note (together with this Security instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the control (knowown as the "Loan Servicer"), but collects monthly payments due under the Note and this Security instrument.

Under such circumstances, it is important to reassess the security of the system and take appropriate measures to mitigate risks.

18. Borrower's Right to Remedy. If Borrower becomes certain conditions, Borrower shall have the right to terminate this Agreement without notice or demand upon Borrower.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date notice is delivered or mailed within which Borrower must pay all sums secured by this security interest in full.

12. Purchaser of the Property or a Beneficiary Interests in Borrower, if any part of the Property or any interest in the  
is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without  
Legendre's prior written consent, Legendre, may, at his option, require immediate payment in full of all sums secured by this  
Security Instruments; However, this option shall not be exercised by Legendre if exercise is prohibited by federal law as of the date  
of this Agreement.

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RECORD AND RETURN TO:  
SACHS MORTGAGE GROUP, INC.  
3032 N. SOUTHPORT  
CHICAGO, ILLINOIS 60657

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
[Check applicable box(es)]

- Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 V.A. Rider

- Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

- 1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

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.

Witnesses:

X Virginia S. Willcox

VIRGINIA S. WILLCOX

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

STATE OF ILLINOIS,  
I, JANE COX  
that  
VIRGINIA S. WILLCOX, UNMARRIED

Cook

County ss:

, a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the same as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of September, 1994.

My Commission Expires: Notary Public, State of Illinois  
This instrument was prepared by: JANE COX  
My Commission Expires: 12/20/94

Notary Public



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**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

Virginia S. Willcox

VIRGINIA S. WILLCOX

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

Loan #: 112858

THIS ADJUSTABLE RATE RIDER is made this 28th 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

SACHS MORTGAGE GROUP, INC.  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1713 N. NORTH PARK, UNIT 4, CHICAGO, ILLINOIS 60614  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.625 %. 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 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 two and one-half percentage point(s) (2.500 %) 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 10.625% or % or less than 4.625 %. 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 13.625 % or %;

My interest rate will never be less than 2.500 %.

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Changes

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

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Uniform Government § 7 of the Security Instrument is amended to read as follows:

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