

# UNOFFICIAL COPY

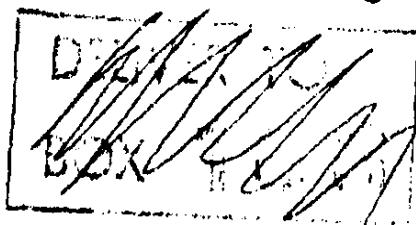
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RECORDED IN COOK COUNTY ILLINOIS

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## MORTGAGE

- DEPT-01 RECORDING \$39.00
- T00000 TRAN 9938 11/07/94 16:18:00
- #4493 # C.J. #-94-946098
- COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 27, 1994

. The mortgagor is

RENATA KLIMCZAK *ANNE KARLIE K. WOMAN*  
DIVORCED AND NOT SINCE REMARRIED

RK

("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

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS &amp; NO CENTS

Dollars (U.S. \$ 135,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2009. 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 2 IN "H" HOMES BRIDGEVIEW SUBDIVISION NUMBER 1, OF THE EAST 552.4 FEET OF THE NORTH 120 FEET OF LOT "G" IN SUPERIOR COURT PARTITION OF THE NORTH EAST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IN: 18-36-219-027-0000

39<sup>00</sup>  
mATTORNEY'S NATIONAL  
TITLE NETWORK, INC.which has the address of 7302 W 80TH STREET  
Illinois 60455

(Property Address);

BRIDGEVIEW

(Street, City).

(Zip Code)

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 9/90

Amended 5/91

KMP-6R(HL) 102121.01

1/MPC MORTGAGE FORMS - 180016217291



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Form 301A 9/90

NOTARY PUBLIC STATE OF ILLINOIS  
District of Middle  
County Public Seal

"OFFICIAL SEAL"

Southern Illinois

Laura C. Lisham

Page 6

This instrument was prepared by LAURA CLISHAM  
My Commission #

1445 W 95TH ST

Given under my hand and official seal, this 27th  
of October 1994  
free and voluntary act, for the uses and purposes herein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the  
personally known to me to be the same person(s) whose name(s)

*Laura C. Lisham*

1994

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

RENTATA KLIMCZAK AN UNMARRIED WOMAN  
a Notary Public in and for said county and state do hereby certify  
that

STATE OF ILLINOIS DAVID T. BREADLEY

County of COOK

Borrower  
(Seal)

Borrower  
(Seal)

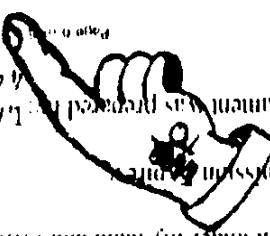
Borrower  
(Seal)

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and

- [Check applicable boxes]  Adjustable Rate Rider  condominium Rider  Planned Unit Development Rider  Biweekly Payment Rider  Balloon Rider  V.A. Rider  
 Standard Payment Rider  Biweekly Payment Rider  Rate Improvement Rider  Second Home Rider  Other(s) [Specify]

Security Instruments and agreements of this Security Instrument as to the rider(s) were a part of this Security Instrument.  
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement this  
Security Instrument, if one or more riders are executed by Borrower and recorded together with this



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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 in any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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

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

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

This Security Instrument, Lender may give Borrower a notice demanding the return. Borrower shall satisfy the lien or take one or more of the following instruments. If Lender demands that any part of the Property is subject to a lien which may attach prior to or after this Security Instrument, or (c) securites from the holder of the lien an agreement satisfactory to Lender's satisfaction of the lien to be paid and given to the Lender, or (d) a defalcation agreement of the lien in the legal proceedings which in the Lender's opinion operate to prevent the writing to the payment of the obligation secured by the lien in a manner acceptable to Lender (b) constitutes in good faith the lien unless Borrower shall pay to the Lender the amount of the deficiency over this Security instrument unless Borrower (a) agrees in writing to the payment of the deficiency over this Security instrument.

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

In the event of default of this instrument, Borrower shall promptly furnish to Lender all notices of noncompliance to the person or entity that provided the funds held by Lender to pay the same to Lender under this instrument.

These obligations in due manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may attach prior to this Security instrument, and Lender shall pay them on time directly which may attach prior to this Security instrument.

4. (Chargess) Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property third, to recover due, fourth, to participate due, and last, to any late charges due under the Note.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security instrument.

of the property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security instrument, forth, shall promptly refund to Borrower any

written notice payable to Lender's sole discretion.

Upon payment in full of the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than three days to Lender to pay the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender for the excess funds held by Lender shall exceed the amount permitted by law, Lender shall account to Borrower

for the excess funds held by Lender by the amount exceeding the applicable law.

If the funds held by Lender was made, the funds are placed as add-on security for all sums secured by this Security instrument.

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 Lender may so notify Borrower in writing, and, in such case Borrower, applicable law requires interest to be paid, Lender shall be required to pay Borrower any interest or earnings on the funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the facts, unless Lender may not charge Borrower for holding the funds and applicable law permits Lender to make such findings Lender, Lender may not charge Borrower for holding the funds and applying the escrow account, or Escrow funds. Lender may not charge Borrower for holding and applying the funds, annually and paying the escrow account, or Escrow funds. Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity funding Lender, if Lender is such an institution or in any federal Home Loan Bank, Lender shall apply the funds to pay the Escrow funds or otherwise in accordance with applicable law.

Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future services as a lesser amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended to time, 12 U.S.C., Section 2601 et seq. ("RIFSPA"), unless another law shall applies to the funds related mortgage loan, any require for Borrower's account under the federal Real Estate Settlement Procedures Act of Lender may, during time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally depository institutions or paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." If any, (c) ready mortgage insurance premiums, if any; (d) any sums payable by Borrower to 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 accrue 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 and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest. Borrower and Lender covenant and agree as follows:

(1) UNIFORM COAL AND GAS CONTRACTS. Borrower and Lender covenant and agree:

THIS SECURITY INSTRUMENT contains uniform conventions for natural gas and non-natural gas contracts with limited

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.

INSTRUMENT. All of the foregoing is referred to in this Security instrument as the "Property."

TODAY 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

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

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

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

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

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

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

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

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

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

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

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

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

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Form 3014 0/00

be in effect under which accepted, due and retain these premiums as a loss recoverable in lieu of insurance, loans receivable one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based on covered to asbestos liability claim filed by Lender shall pay to Lender each month a sum equal to cost to Borrower of the mortgage insurance previously in effect, from an alternative insurance company provided by Lender, if loan coverage subsequently established to the insurance previously in effect, at a cost substantially equivalent to the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premium required to insurement, Borrower shall pay the premiums required to maintain the insurance in effect, if, for any reason, the payee.

8. Mortgage Insurance, If Lender requires mortgagel insurance as a condition of making the loan secured by this security date of disbursement of the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting Security instrument unless Borrower and Lender agree to otherwise terms of payment, these amounts shall bear interest from the Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

7. Lender does not have to do so.

reasonable attorney's fees and attorney on the expenses to make repairs. Although Lender may take action under this paragraph made any sums accrued by a lessor which has priority over this Security instrument, upon payment made for whatever is necessary to protect the value of the Property and Lender's rights in the property, Lender's actions may proceed in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and the Security instrument or title is a legal proceeding that may significantly affect Lender, rights in the Property (such as a this Security instrument, or title is a legal proceeding that may significantly affect Lender, rights in the Property contained in

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

leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

leasthold, Borrower shall comply with all the provisions of the lease, if Borrower acquires fee title to the Property, the to, especially on account of the Property as a fixed and permanent, if this Security instrument is on a to provide Lender with any material information in connection with the evidence provided by the Note, including, but not limited however, during the loan application process, gave intemately false or inaccurate information or statements to Lender or failed impairment of the lessor created by this Security instrument or Lender's security interest. Borrower shall also be in default if that, in Lender's good faith determine, precludes Lender's right to the action of proceeding to be dismissed with a ruling property or otherwise interfere with the lessor created by this Security instrument or Lender's security interest. Borrower may action of proceeding, whether civil or criminal, is begun in Lender's good faith judgment could result in forfeiture of the Property, allow the Property to deteriorate, or commit waste on the Property, Borrower shall be in default if any forfeiture circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the date of acquisition, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence sixty days after the execution of

6. Occupancy, Possession and Protection of the Property; Borrower's Loan Application Leaseholds.

unconditionally prior to the acquisition.

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums accrued by this Security instrument under paragraph 21 the Property is occupied by Lender, Borrower's right to any insurance policies and proceeds resulting from possible the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If Lender 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. The 30-day period will begin when the note is given.

Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the property is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums Lender, otherwise if the restoration of repair is economically feasible and Lender's security is not lessened, if the restoration of

Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration of repair.

Lender may make proof of loss if not made promptly by Borrower. All insurance policies and renewals shall be held by Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires that premium give to Lender all receipts of paid premiums and renewals shall be acceptable to Lender and Lender shall include with paragraph 7.

5. Lender or Property Insurance, Lender's rights in the Property in accordance with paragraph 7, opinion, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7, which shall not be uninsurable without Lender, if Borrower fails to maintain coverage described above, Lender may, at Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval bloods or flooding. For which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods property insured against loss by fire, hazards included within the term "extending coverage" and any other hazards, including

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10/23/91

BOX

**1-4 FAMILY RIDER**  
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **27TH** day of **OCTOBER**, **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:

7302 W 80TH STREET

BRIDGEVIEW

IL 60455

(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, storm 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 1-4  
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.



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Form 3170 3/93

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_  
RENATA KUIMZAK *Renata Kuimzak*  
(Seal) \_\_\_\_\_

FAMILY RENTER

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this I-A  
permitted by the Security Instrument.

I, GROSSDEGATEN PROVISION, Borrower's detailed or breviate under my name or signature in which  
I and my heirs in interest shall terminate when all the sums secured by the Security Instrument are paid in full.  
Keys of the property shall remain with the sum secured by the Security Instrument until the assignment of  
Leender's rights or a validly appointed receiver, may do so at any time when a default occurs. Any application  
of Keys shall not give any detail of ownership and Leender, this assignment of Leender, this assignment of  
Leender's agents or a validly appointed receiver, may do so at any time when a default occurs. However, Leender, or  
Court of a tribunal the property before it with saving notice of default to Borrower, shall have the right to  
Leender, or Leender's agents or a validly appointed receiver, shall not be required to enter upon, take  
and will not partition any of the land held pursuant to and under this instrument and has no claim against the property.  
Borrower represents and warrants that Borrower has no claim against any of the Keys and has  
not and will not partition any of the land held pursuant to and under this instrument and has no claim against any of the Keys and has  
no claim against the property.

Leender is to receive payment by the Keys and funds expended by Leender for such purposes shall become indebtedness  
of Borrower to Leender secured by the Security Instrument pursuant to Item 7.

Property and of collecting the Keys and funds expended by Leender for such purposes shall become indebtedness  
to the Keys of the property are not sufficient to cover the costs of taking control of and managing the  
showing as to the inadequacy of the property as security.

Leender is to collect the Keys and funds derived from the property without any  
possession of and manage the property and collect the Keys and funds derived from the property without any  
and those Keys readily received and (c) Leender shall be entitled to have a receiver appointed to take  
Security instruments (a) Leender, (b) Leender's agents or any validly appointed receiver shall be liable to account for the  
insurance premiums, taxes, assessments and other charges on the property, and then to the sum secured by the  
mortimed to (d) attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs,  
applied first to the costs of taking control of and managing the property and collecting the Keys, including, but  
tenant, (e) unless applicable law provides otherwise, all Keys collected by Leender or Leender's agents shall be  
property shall pay all Keys due and unpaid to Leender or Leender's agents upon Leender's written demand to the  
shall be entitled to collect and receive all of the Keys of the property; (ii) Borrower agrees that each tenant of the  
as usable for the benefit of Leender only, to be applied to the sum secured by the Security Instrument; (iii) Leender  
II Article gives notice of breach to Borrower (i) all Keys received by Borrower shall be held by Borrower  
in possession for additional security only.

Leender is to collect the Keys and funds derived from the property without any  
present to paragraph 21 of the Security Instrument and (ii) Leender has given notice to the tenant(s) that the Keys  
Leender's agents, however, Borrower shall receive the Keys until (i) Leender has given Borrower notice of default  
Leender's agents to collect the Keys, and agrees that each tenant of the property shall pay the Keys to Leender or  
the property, regardless of whom the Keys of the property are payable, Borrower authorizes Leender or  
Borrower absolutely and unconditionally assigns and transfers to Leender all the rents and revenues ("Rents") of  
II. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LEENDER IN POSSESSION,

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

II. ASSIGNMENT OF LEASES, Upon Leender's request, Borrower shall assign to Leender all leases of the  
property and all security deposits made in connection with leases of the property. Upon the assignment, Leender's sole  
shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Leender's sole  
discretion. As used in this paragraph (i), the word "lease", shall mean "sublease", if the Security Instrument is on  
a leasehold.

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3001048201  
ARM PLAN NO. 0033

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27TH day of OCTOBER 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:

7302 W 80TH STREET

BRIDGEVIEW  
[Property Address]

IL

60435

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 7.375 %. 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 NOVEMBER 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 TWO AND THREE QUARTERS percentage point(s) (2.75 %) 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 9.775 %. or less than 5.375 %. 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 13.375 %.

#### (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 82 Single Family Farm Middle Income Uniform Instrument

Form 3111 3/85

94946098

# UNOFFICIAL COPY

Form 3111-3/86

Property of Cook County Clerk's Office  
955345098

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

RENTA KLMCZAK  
\_\_\_\_\_  
*Renta KLMCZAK*  
\_\_\_\_\_  
Borrower \_\_\_\_\_ (Seal)  
Borrower \_\_\_\_\_ (Seal)

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

Lender may also exercise the option to require immediate payment in full unless Lender releases Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance to the loan assumption. Lender may also require the transfer of all the promises and agreements made in this Note to the new loan holder. Lender may also require Lender to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument. Lender may also release Borrower under this Note and this Security Instrument unless Lender releases Borrower in writing.

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

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 if the transfer is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended use of the new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's transferee as of the date of this Security Instrument requires Lender to accept the terms of this instrument; provided however, that if Lender's reasonable determination is that Lender will not be compelled to accept the transfer under the terms of this instrument, Lender may accept the transfer.

UnIFORM COVENANT 17 of the Security Instrument is intended to read as follows:

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