

PREPARED BY:  
MICKEY HATFIELD  
CHICAGO, IL 60619

# UNOFFICIAL COPY

94195770

RECORD AND RETURN TO:

CRAGIN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60649

MAIL TO ←

*Handwritten:* 2022

(Space Above This Line For Recording Data)

## MORTGAGE

06-71379-30

DEPT-01 RECORDING \$39.50  
T0000 TRAN 6731 03/02/94 11:23:00  
#2843 # \*-94-195770  
COOK COUNTY RECORDER

Property of Cook County, Illinois

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 23, 1994 . The mortgagor is  
STANLEY C. MIKSTA  
AND FLORENCE L. MIKSTA, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to  
CRAGIN FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose  
address is 5133 WEST FULLERTON AVENUE  
CHICAGO, ILLINOIS 60639 ("Lender"). Borrower owes Lender the principal sum of  
TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED  
AND 00/100 Dollars (U.S. \$ 277,500.00 ).

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 MARCH 1, 2024

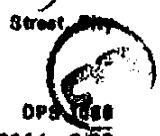
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals,  
extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to  
protect the security of this Security Instrument; 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 20 IN WINDHILL 2, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4  
OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4  
OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE  
RECORDER OF DEEDS ON MAY 22, 1990 AS DOCUMENT NUMBER 90237733, ALL IN  
COOK COUNTY, ILLINOIS.

02-28-115-003

which has the address of 1163 SOUTH HIDDEN BROOK TRAIL, PALATINE  
Illinois 60067 ("Property Address"):  
Zip Code

*Handwritten:* 39.50



ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

Form 3014 9/90

12M1P - BRIL 10111

VMP MORTGAGE FORMS - (313)293-2100 - (800)521-7781

*Handwritten:* 547  
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*Handwritten:* Jumper  
LAND TITLE COMPANY  
XL-808098-08

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ws

Form 3014 8/90  
DPS 1080

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

this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in 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; (h) contests in good faith the lien Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (m) agrees in

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. which obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. (Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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 sums secured by Funds held by Lender. If, under paragraph 21, 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, Lender shall promptly refund to Borrower any twelve monthly payments, at Lender's sole discretion.

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 the Funds held by Lender at any If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower debt to the Funds was made. The Funds are pledged as additional 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 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, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," 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; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (h) 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 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenants for national 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. Borrower warrants grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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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 9/90

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 amount 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 10-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 shall pass 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 reinstale, as provided in paragraph 8, 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, including, but not limited to, reasonable attorney's 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

06-71379-30

**17. Transfer of the Property or 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.

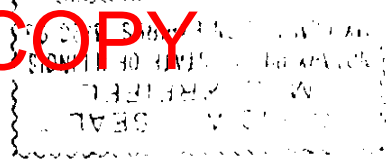
**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**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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My Commission Expires 3-20-96

*[Signature]*  
Notary Public

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 23rd day of February 1994.

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that STANLEY C. MIKSTA AND FLORENCE L. MIKSTA, HUSBAND AND WIFE

STATE OF ILLINOIS, COOK County ss:

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

*[Signature]*  
FLORENCE L. MIKSTA

*[Signature]*  
STANLEY C. MIKSTA

Witness

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it).

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Others (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

(Check applicable boxes)

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.

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LOAN # 06-71370-30

## ASSUMPTION RIDER TO MORTGAGE

DATED THE 23RD DAY OF FEBRUARY, 19 94 BETWEEN LENDER,

CRAGIN FEDERAL BANK FOR SAVINGS AND BORROWER,  
STANLEY C. MIKSTA AND FLORENCE L. MIKSTA, HUSBAND AND WIFE

Notwithstanding any thing to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the transferee, only upon the express conditions as are hereinafter set forth:

1. Transferee completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferee qualifies for a loan in the amount and otherwise complies with Lender's loan criteria.
2. The Lender may in its sole discretion assess to the Transferee a fee in the amount of not more than three percent (3%) of the outstanding principal balance of the loan for and in consideration of allowing Transferee to assume Borrower's loan.
3. Notwithstanding the foregoing, the Transferee and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.
4. All of the other terms of the above described note and mortgage will remain in full force and effect.
5. The value of subject property must be at least as much at time of assumption as it was when loan was originally made. Such value is to be determined by taking the lesser of the purchase price (if applicable) or appraised value. The appraised value shall be determined by Lender in its reasonable judgement and by an appraisal performed by an appraiser approved by Lender in its sole discretion. Lender, at its option, may require that the above mentioned appraisal be performed at Borrower's expense, irrespective of any other charges assessed by Lender.

IN WITNESS WHEREOF Borrower has executed this Rider the 23RD day of FEBRUARY, 19 94.

Stanley C. Miksta  
BORROWER STANLEY C. MIKSTA

Florence L. Miksta  
BORROWER FLORENCE L. MIKSTA

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BORROWER

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BORROWER

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## CONVERSION RIDER TO ADJUSTABLE RATE NOTE AND MORTGAGE

This Conversion Rider to Adjustable Rate Note and Mortgage is made this 23RD day FEBRUARY, 19 94 and is incorporated into and shall be deemed to amend and supplement the Mortgage bearing even date herewith (the Mortgage) and given by the undersigned (the Borrowers) to secure Borrower's Note to Cragle Federal Bank for Savings (the Lender) of the same date (the Note) and covering the property described in the Note and Mortgage (collectively the Security Instrument) and located at 1163 S. HIDDEN BROOK TRAIL, PALATINE, IL 60067

### Property Address

In addition to the covenants and agreements made contemporaneously herewith between Borrower and Lender as reflected in the Security Instruments, Borrower and Lender further covenant and agree as follows:

#### 1. Option to Convert to Fixed Rate.

The Note and Mortgage provide for adjustments to the interest rate paid by Borrower during the term of the loan. Notwithstanding the terms of said Note and Mortgage, Borrower and Lender agree that Borrower may convert his Adjustable Rate Note to a Fixed Rate Note subject to the terms and conditions hereinafter set forth.

A. Borrower may convert the interest rate under the terms of Note and Mortgage to a fixed interest rate for the remainder of the term of the loan. To exercise the option to convert, the Borrower must give written notice as otherwise provided in the Security Instruments to Lender of his exercise of the option to convert. Borrower's right to exercise the option to convert is subject to the satisfaction of the following conditions precedent the failure of any one or more of which the Lender may refuse to convert the Note and Mortgage to fixed interest rate:

- The Borrower may convert his loan no sooner than the 25th calendar month and no later than the end of the 60th calendar month following the date of the Note and Mortgage indicated above.
- Cragin must receive Borrower's notice to convert no later than 30 days prior to the expiration of Borrower's option as set forth above in the absence of which Borrower's rights under this rider, at Lender's option, may be terminated. The date Lender receives such notice shall be the conversion date.
- Lender shall have received the sum of 2% of the then outstanding principal balance of Borrower's loan (the conversion fee) no later than 30 days after Lender's receipt of the notice to convert or the last business day of the Conversion Period, whichever first occurs.
- All the terms and conditions of the Note, Mortgage, and other applicable Security Instruments must be in full force and effect and shall not be in default on the conversion date.
- Borrower must satisfy such other terms and conditions, including underwriting criteria established by the Lender, as it pertains to fixed rate loans of like kind and nature which may be in effect now or on the conversion date.
- Borrower will execute and provide the Lender with such documents as may reasonably be necessary to convert the Adjustable Rate Security Instruments to the fixed rate provided herein.

2. Interest Rate. The interest rate to which Borrower may convert pursuant to the terms hereof shall be the interest rate in effect for Cragin's fixed rate loans at the time of Lender's receipt of the conversion fee.

3. Failure to Exercise. In the event Borrower fails to give notice to Lender of the exercise of his option to convert, or Borrower fails to pay the conversion fee, or the failure of Borrower to comply with any other term or condition of the Note, Mortgage, or any riders thereto, including the instant Conversion Rider, such failure will relieve Lender of any obligation to convert Borrower's Note and Mortgage to a fixed interest rate whereupon the Note and Mortgage shall remain in full force and effect.

4. Borrower further covenants, agrees and ratifies all of the remaining terms and conditions of the Note, Mortgage, and any and all other contracts and agreements which may exist between Borrower and Lender and acknowledges that the terms of the same are incorporated herein as if fully restated here at and shall remain in full force and effect except as expressly provided in the instant Conversion Rider.

94155770

Stanley C. Miksta  
Borrower STANLEY C. MIKSTA

\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower

Florence J. Miksta  
Borrower FLORENCE J. MIKSTA

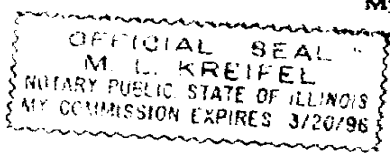
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that STANLEY C. MIKSTA & FLORENCE J. MIKSTA, Husband & wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of FEBRUARY, 19 94.

My commission expires: 3-20-96



M. L. Kreifel  
NOTARY PUBLIC



UNOFFICIAL COPY

Property of Cook County Clerk's Office

941957:0

**UNOFFICIAL COPY**  
CONVERSION RIDER  
TO ADJUSTABLE RATE NOTE AND MORTGAGE

This Conversion Rider to Adjustable Rate Note and Mortgage is made this 23RD day FEBRUARY, 19 94 and is incorporated into and shall be deemed to amend and supplement the Mortgage bearing even date herewith (the Mortgage) and given by the undersigned (the Borrowers) to secure Borrower's Note to Cragin Federal Bank for Savings (the Lender) of the same date (the Note) and covering the property described in the Note and Mortgage (collectively the Security Instruments) and located at 1153 S. HIDDEN BROOK TRAIL, PALATINE, IL 60067

Property Address

In addition to the covenants and agreements made contemporaneously herewith between Borrower and Lender as reflected in the Security Instruments, Borrower and Lender further covenant and agree as follows:

1. Option to Convert to Fixed Rate.

The Note and Mortgage provide for adjustments to the interest rate paid by Borrower during the term of the loan. Notwithstanding the terms of said Note and Mortgage, Borrower and Lender agree that Borrower may convert his Adjustable Rate Note to a Fixed Rate Note subject to the terms and conditions hereinafter set forth.

A. Borrower may convert the interest rate under the terms of Note and Mortgage to a fixed interest rate for the remainder of the term of the loan. To exercise the option to convert, the Borrower must give written notice as otherwise provided in the Security Instruments to Lender of his exercise of the option to convert. Borrower's right to exercise the option to convert is subject to the satisfaction of the following conditions precedent the failure of any one or more of which the Lender may refuse to convert the Note and Mortgage to fixed interest rate:

- (a) The Borrower may convert his loan no sooner than the 25th calendar month and no later than the end of the 60th calendar month following the date of the Note and Mortgage indicated above.
- (b) Cragin must receive Borrower's notice to convert no later than 30 days prior to the expiration of Borrower's option as set forth above in the absence of which Borrower's rights under this rider, at Lender's option, may be terminated. The date Lender receives such notice shall be the conversion date.
- (c) Lender shall have received the sum of 2% of the then outstanding principal balance of Borrower's loan (the conversion fee) no later than 30 days after Lender's receipt of the notice to convert or the last business day of the Conversion Period, whichever first occurs.
- (d) All the terms and conditions of the Note, Mortgage, and other applicable Security Instruments must be in full force and effect and shall not be in default on the conversion date.
- (e) Borrower must satisfy such other terms and conditions, including underwriting criteria established by the Lender, as it pertains to fixed rate loans of like kind and nature which may be in effect now or on the conversion date.
- (f) Borrower will execute and provide the Lender with such documents as may reasonably be necessary to convert the Adjustable Rate Security Instruments to the fixed rate provided herein.

2. Interest Rate. The interest rate to which Borrower may convert pursuant to the terms hereof shall be the interest rate in effect for Cragin's fixed rate loans at the time of Lender's receipt of the conversion fee.

3. Failure to Exercise. In the event Borrower fails to give notice to Lender of the exercise of his option to convert, or Borrower fails to pay the conversion fee, or the failure of Borrower to comply with any other term or condition of the Note, Mortgage, or any riders thereto, including the instant Conversion Rider, such failure will relieve Lender of any obligation to convert Borrower's Note and Mortgage to a fixed interest rate whereupon the Note and Mortgage shall remain in full force and effect.

4. Borrower further covenants, agrees and ratifies all of the remaining terms and conditions of the Note, Mortgage, and any and all other contracts and agreements which may exist between Borrower and Lender and acknowledges that the terms of the same are incorporated herein as if fully restated here at and shall remain in full force and effect except as expressly provided in the instant Conversion Rider.

Stanley C. Miksta  
Borrower STANLEY C. MIKSTA

Florence I. Miksta  
Borrower FLORENCE I. MIKSTA

Borrower

Borrower

Borrower

Borrower

Borrower

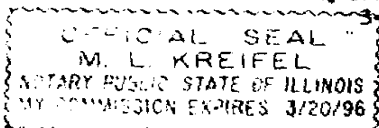
Borrower

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, Stanley C. Miksta the UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that STANLEY C. MIKSTA & FLORENCE I. MIKSTA Husband & wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23RD day of FEBRUARY, 19 94.

My commission expires: 3-20-96



M. L. Kreifel  
NOTARY PUBLIC

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ADJUSTABLE RATE LOAN RIDER 06-71379-30  
**UNOFFICIAL COPY**

NOTICE : THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 23RD day of FEBRUARY, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS, A FEDERAL CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at: 1163 SOUTH HIDDEN BROOK TRAIL, PALATINE, ILLINOIS 60067  
Property Address

MODIFICATIONS. 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 has an "Initial Interest Rate" of 4.2500%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on SEPTEMBER, 1994 and on that day of the month every 6 months thereafter.

**1. INTEREST RATE CHANGES**

**(A) THE INDEX**

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index". The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index". The index is the: (Check one box to indicate Index.)

- (1)  Weekly average yield on United States Treasury securities adjusted to a constant maturity of \_\_\_\_\_ year(s).  
(2)  National Average Median Cost of Funds—Monthly  
(3)

If the index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

**(B) CALCULATION OF CHANGES**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO and ONE FOURTH percentage points ( 2.2500 %) 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 (C) 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.

**(C) LIMITS ON INTEREST RATE CHANGES**

- (1)  If this box is checked, there will be no maximum limit on changes in the interest rate up or down.  
(2)  If this box is checked, the interest rate I am required to pay at the first Change Date will not be greater than 5.250 % or less than N/A %. Thereafter, the interest rate will not be changed by more than 1.000 percentage points on any Change Date. My interest rate will never be greater than 11.750%, or less than N/A %.

**(D) 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.

**(E) 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.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interests or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

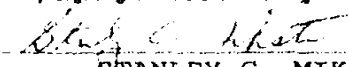
**C. PRIOR LIENS**

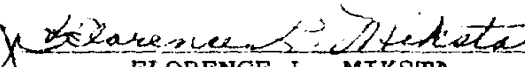
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figures, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

 (Seal)  
Borrower STANLEY C. MIKSTA

 (Seal)  
Borrower FLORENCE L. MIKSTA

Borrower

Borrower

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