

KOTI PPL

203

REC

5/34/24

UNOFFICIAL COPY

LAW

EMT

Form 3014 8/80

DNR 1088

Sister, City,

33557105

H

UNOFFICIAL COPY

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale 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 this Security Instrument.

3. 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; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

DPB 1080
Form 3014 9/90Initials: EMT
T.M.

UNOFFICIAL COPY

103
104

11

四〇六

1480 · 84(11) (2011)

Form 3014 B/80
GPA 1990

8. Motor Vehicle Insurance. If Lender requires motor vehicle insurance as a condition of making the loan received by him/her in full payment, Lender will accept, and require him/her to maintain the motor vehicle insurance in full compliance with the requirements of the state or province in which he or she resides.

Any amounts due by Leander under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument.

recomendable alternativa *leer y and entendiendo de la respuesta a las repeticiones anteriores* (encontrar una respuesta que se adapte a las necesidades de los lectores).

7. Protection of Lander's Rights in the Property, if Borrower fails to perform the conveyance and adequate compensation is incurred by Lander.

Under Paragraph 2 of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payment. I under Paragraph 2 of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payment. I damage to the Property or to the acquisition shall pass to Lender to the extent of the sum secured by this Security instrument.

Under my will the property of James J. Earner and Borrower otherwise agree in writing, in互aurame property shall be applied to payment of the principal of the note made payable to Borrower.

All insurance policies and renewals shall be acceptable to Leander and equal include a standard mortgage clause. Leander shall have the right to hold the policies and renewals. If Leander requires, Borrower shall promptly give to Leander all receipts of paid premiums and remittance notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Leander

5. **Lazard or Property Insurance.** Borrower shall keep the insurance now existing or hereafter created on the property insured against loss by fire, hazard included within the term "extending coverage" and any other hazards, including flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the period required by Lender, under such terms as Lender may require. The insurance company shall be a responsible corporation with headquarters in the state of New York or New Jersey, and shall have at least \$1,000,000.00 in assets and no less than \$1,000,000.00 in paid-in capital and surplus. The insurance company shall be bonded by a surety company with a minimum rating of A- by Standard & Poor's or by another agency acceptable to Lender.

UNOFFICIAL COPY

338148-1

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.

DPS 1082
Form 3014 9/90
Initials: ENT
BUMT

UNOFFICIAL COPY

EX-31

EX-32

EX-33

EX-34

EX-35

EX-36

EX-37

EX-38

EX-39

EX-40

EX-41

EX-42

EX-43

EX-44

EX-45

EX-46

EX-47

EX-48

EX-49

EX-50

EX-51

EX-52

EX-53

EX-54

EX-55

EX-56

EX-57

EX-58

EX-59

EX-60

EX-61

EX-62

EX-63

EX-64

EX-65

EX-66

EX-67

EX-68

EX-69

EX-70

EX-71

EX-72

EX-73

EX-74

EX-75

EX-76

EX-77

EX-78

EX-79

EX-80

EX-81

EX-82

EX-83

EX-84

EX-85

EX-86

EX-87

EX-88

EX-89

EX-90

EX-91

EX-92

EX-93

EX-94

EX-95

EX-96

EX-97

EX-98

EX-99

EX-100

EX-101

EX-102

EX-103

EX-104

EX-105

EX-106

EX-107

EX-108

EX-109

EX-110

EX-111

EX-112

EX-113

EX-114

EX-115

EX-116

EX-117

EX-118

EX-119

EX-120

EX-121

EX-122

EX-123

EX-124

EX-125

EX-126

EX-127

EX-128

EX-129

EX-130

EX-131

EX-132

EX-133

EX-134

EX-135

EX-136

EX-137

EX-138

EX-139

EX-140

EX-141

EX-142

EX-143

EX-144

EX-145

EX-146

EX-147

EX-148

EX-149

EX-150

EX-151

EX-152

EX-153

EX-154

EX-155

EX-156

EX-157

EX-158

EX-159

EX-160

EX-161

EX-162

EX-163

EX-164

EX-165

EX-166

EX-167

EX-168

EX-169

EX-170

EX-171

EX-172

EX-173

EX-174

EX-175

EX-176

EX-177

EX-178

EX-179

EX-180

EX-181

EX-182

EX-183

EX-184

EX-185

EX-186

EX-187

EX-188

EX-189

EX-190

EX-191

EX-192

EX-193

EX-194

EX-195

EX-196

EX-197

EX-198

EX-199

EX-200

EX-201

EX-202

EX-203

EX-204

EX-205

EX-206

EX-207

EX-208

EX-209

EX-210

EX-211

EX-212

EX-213

EX-214

EX-215

EX-216

EX-217

EX-218

EX-219

EX-220

EX-221

EX-222

EX-223

EX-224

EX-225

EX-226

EX-227

EX-228

EX-229

EX-230

EX-231

EX-232

EX-233

EX-234

EX-235

EX-236

EX-237

EX-238

EX-239

EX-240

EX-241

EX-242

EX-243

EX-244

EX-245

EX-246

EX-247

EX-248

EX-249

EX-250

EX-251

EX-252

EX-253

EX-254

EX-255

EX-256

EX-257

EX-258

EX-259

EX-260

EX-261

EX-262

EX-263

EX-264

EX-265

EX-266

EX-267

EX-268

EX-269

EX-270

EX-271

EX-272

EX-273

EX-274

EX-275

EX-276

EX-277

EX-278

EX-279

EX-280

EX-281

EX-282

EX-283

EX-284

EX-285

EX-286

EX-287

EX-288

EX-289

EX-290

EX-291

EX-292

EX-293

EX-294

EX-295

EX-296

EX-297

EX-298

EX-299

EX-300

EX-301

EX-302

EX-303

EX-304

EX-305

EX-306

EX-307

EX-308

EX-309

EX-310

EX-311

EX-312

EX-313

EX-314

EX-315

EX-316

EX-317

EX-318

EX-319

EX-320

UNOFFICIAL COPY

338188-9

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

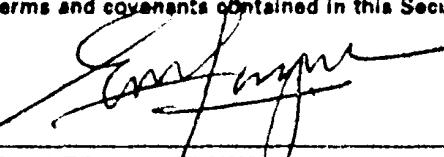
(Check applicable box(es))

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

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

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

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


EBENEZER M. TAYUI

(Seal)

Borrower

Witness


BEATRICE O. MENSAH-TAYUI

(Seal)

Borrower

Witness

(Seal)

Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED
county and state do hereby certify that
EBENEZER M. TAYUI AND BEATRICE O. MENSAH-TAYUI, HUSBAND AND WIFE

, a Notary Public in and for said

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 30 day of

June

1993,

My Commission Expires:

"NOTARY SEAL"
John Greene
Notary Public, State of Illinois
My Commission Expires 1/30/97
Page 8 of 8

Notary Public

DPS 1094

93557105

93557105

UNOFFICIAL COPY

18/5, POSITIVE

૧૨૭

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 little and telephone number of a person who will answer any question I may have regarding the notice.

(E) Notice of Change

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 payments changes again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 32.0000% or less than -2.7500%. 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 32.0000%.

(D) **BRUNNERS OF THE BAPTIST LIBRARY CHURCH**

(2.7500 %) 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 limitations set forth below, this rounded amount will be my new interest rate until the next Charge Date.

1891URU2 10 NOV 1982 (2)

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

Begrimming 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 one 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".

(B) The Index

The interest rate I will pay may change on the first day of AUGUST 1, 2000 and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

NURSE STAFFING AND PATIENT FALLEN LEAVES: CHANGES IN

A. INTERESTS, RATE AND MONTHLY PAYMENT CHANGES
The Note provides for an initial interest rate of 7.2500 %. The Note provides for changes in the interest rates and the monthly payments, as follows:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE 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.

THIS ADJUSTABLE RATE RIDER IS MADE THIS 30TH DAY OF JUNE
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 ADJUSTABLE RATE NOTE (THE "NOTE") TO
EDGEMARK BANK LOMBARD DBA EDGEMARK MORTGAGE CORPORATION
(THE "LENDER") OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT AND
IS GIANNA DRIVE, FLORISSMOOR, ILLINOIS 60422
(Property Address)
RECORDED BY ACTS OF

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

UNOFFICIAL COPY

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 17 of the Security Instrument shall be in effect as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an 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.

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.

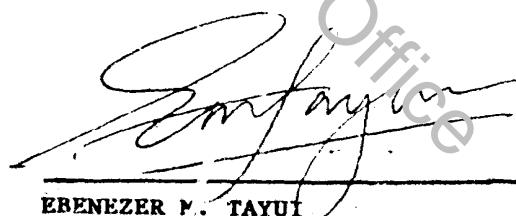
2. When Borrower's initial fixed interest rate changes to an adjustable rate under the terms stated in Section 4 above, Uniform Covenant 17 of the Security Instrument contained in Section B 1 above shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

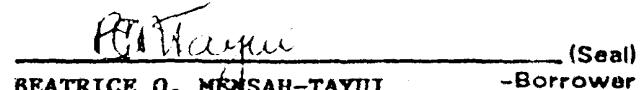
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the 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 prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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



EBENEZER M. TAYUI _____ (Seal)
-Borrower



BEATRICE O. MENSAH-TAYUI _____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower