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1995 \$ RV *--95--822462
COOK COUNTY RECORDER

Prepared by: PAMELA PECORA
RECORD AND RETURN TO:
CHICAGO BANCORP
858 WEST ARMITAGE, SUITE 215
CHICAGO, ILLINOIS 60614

MORTGAGE

Loan No. 1956345

41 9



THIS MORTGAGE ("Security Instrument") is given on
GIACOMO E. CALIENDO, SINGLE/NEVER MARRIED

November 20, 1995

The mortgager is

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

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 858 WEST ARMITAGE, SUITE 215, CHICAGO, ILLINOIS 60614

and whose

(Lender). Borrower owes Lender the principal sum of
Four Hundred Two Thousand and no/100-----

Dollars (U.S. \$ 402,000.00)

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 December 1, 2025

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:

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

LANE'S NATIONAL
TITLE NETWORK

PIN 14-33-311-041
which has the address of
Illinois 60614

1854 N. SEDGEWICK
(Zip Code) ("Property Address");

CHICAGO [Street, City].

ILLINOIS Single Family-FNMA/FALMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 5/91
M(I) (8602)



95822462

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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.

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender 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

Initials

[Handwritten signature]

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

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.

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 with regard to the terms of this Security Instrument or the Note without the Borrower's consent; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with respect to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or postponement of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments or unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or secure by this Security Instrument, whether or not in due.

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

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.

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.

8. Insurance. 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.

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3. Insurance. 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.

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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.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

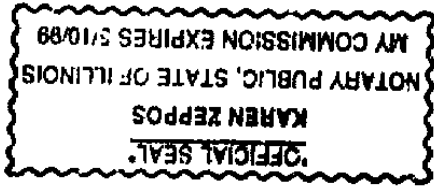
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing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

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)

95822462
20250622
[Signature]

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My Commission Expires: 3/10/89
Given under my hand and official seal, this 20th day of November, 1995, I, Karen Zeppos, Notary Public, signed and delivered the said instrument as subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____, personally known to me to be the same person(s) whose name(s) is/are set forth, free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS, I, KAREN ZEPPOS, a Notary Public in and for said county and state do hereby certify that GIACOMO E. CALIENDO, SINGLE/NEVER MARRIED, County as: _____

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify]
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

24. Rider 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).)

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. without charge to Borrower. Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument and shall pay any reasonable attorneys' fees and costs of title evidence.

21. Including, but not limited to, reasonable attorneys' fees and costs of title evidence, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums 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 inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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LOAN NO. 1956345

ATTACHED ADDENDUM FOR LEGAL DESCRIPTION

956345

PARCEL 1: THAT PART OF THE NORTH 20.13 FEET OF THE EAST 100 FEET OF LOTS 1 AND 2 TAKEN AS ONE TRACT, LING SOUTH OF A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE THEREOF, 24.37 FEET SOUTH OF THE NORTH EAST CORNER TO A POINT IN THE WEST LINE OF SAID TRACT 24.63 FEET SOUTH OF THE NORTH WEST CORNER THEREOF IN DAVID M. HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ARTICLES OF AGREEMENT FOR DEED FROM THOMAS OKUHARA AND AYANO OKUHARA, HIS WIFE TO AKIRA KAWADA AND DORA KAWADA, HIS WIFE, DATED FEBRUARY 1, 1954 AND RECORDED FEBRUARY 15, 1954 AS DOCUMENT NO. 15833874 AND BY WARRANT DEED FROM THOMAS OKUHARA AND AYANO OKUHARA, HIS WIFE, TO WILLIAM G. MEYERS AND DOROTHY B. MEYERS, HIS WIFE, DATED MARCH 19, 1954 AND RECORDED APRIL 12, 1954 AS DOCUMENT NO. 15877991 FOR INGRESS AND EGRESS OVER A 2.66 FOOT STRIP OF LAND LYING WEST OF AND ADJOINING THE EAST 100 FEET OF LOTS 1, 2 AND 3 TAKEN AS ONE TRACT IN DAVID M. HAMBLETON'S SUBDIVISION OF BLOCK 43 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, AND SOUTH 1.89 FEET, EXCEPT THE EAST 102.66 FEET OF LOTS 1, 2 AND 3 TAKEN AS A TRACT IN DAVID M. HAMBLETON'S SUBDIVISION APPROXIMATELY;

PARCEL 3: RECIPROCAL AND MUTUAL EASEMENT AS CREATED BY WARRANT DEED FROM THOMAS OKUHARA AND AYANO OKUHARA, HIS WIFE, TO WILLIAM G. MEYERS AND DOROTHY B. MEYERS, HIS WIFE, DATED MARCH 19, 1954 AND RECORDED APRIL 12, 1954 AS DOCUMENT NO. 15877991 AND BY ARTICLES OF AGREEMENT FOR DEED FROM THOMAS OKUHARA AND AYANO OKUHARA, HIS WIFE, TO THOMAS M. TANIGUCHI AND AYANO TANIGUCHI, HIS WIFE, DATED MAY 1, 1958 AND RECORDED MAY 6, 1958 AS DOCUMENT NO. 17198263 FOR INGRESS AND EGRESS OVER THE SOUTH 1.45 FEET OF THE LAND AND THE NORTH 1.45 FEET OF THE LAND LYING SOUTH AND ADJOINING FOR THE FULL LENGTH OF SAID PARCELS AND CONNECTING WITH NORTH AND SOUTH EASEMENT CONTAINED IN DOCUMENTS 15833874 AND 15877991.

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Property of Cook County Clerk's Office

95822462

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ADJUSTABLE RATE RIDER Loan No. 1956345 (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 20th day of November, 1995, 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

CHICAGO BANCORP

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1854 N. SEDGENICK, CHICAGO, ILLINOIS 60614

(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250%. 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 December, 1996, 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 three and one quarter percentage point(s) (3.250%) 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.

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5-2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

Page 1 of 7

Form 3111 3/95

8228 (8/98) 02

VMP MORTGAGE FORMS - (800) 621-7291

1/1/1995



958221055

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

-Borrower
(Seal)

GIACONO B. CALIENDO

Rate Rider:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable

without further notice or demand on Borrower. 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

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 consent to the loan assumption. Lender may also 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 is acceptable to Lender.

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.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows: 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.

(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) Limits on Interest Rate Changes

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. The interest rate I am required to pay at the first Change Date will not be greater than 9.250% or less than 5.250%. Thereafter, my interest rate will never be increased or decreased by 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 11.500%.

058850

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Loan #: 1956345

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20th day of November, 1995, 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

CHICAGO BANCORP

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1854 N. SEDGEWICK, CHICAGO, ILLINOIS 60614
(Property Address)

1-4 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, panelling 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.

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

Form 3170 3/93

Page 1 of 2

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VMP MORTGAGE FORMS - 18001671-7281

Initials



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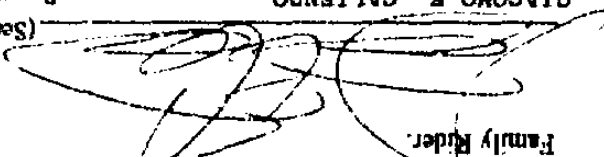
-Borrower
(Seal)

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-Borrower
(Seal)

-Borrower
(Seal)

GIACOMO B. CALIBENDO



Family Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 permitted by the Security Instrument.

Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take

not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indefeasible

If the Rents 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.

possession of and manage the Property and collect the Rents and profits derived from the Property without any only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take

Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the

not limited to, attorneys' 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 Rents, including, but

tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the

shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower an assignment for additional security only.

are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents

Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default

Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of **H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

a leasehold. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on

Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole

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

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