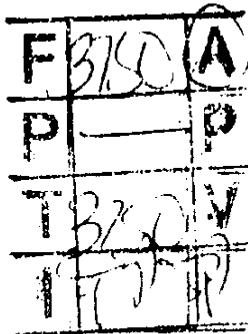


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12/22/95 THAT IS A 1023150 09:33:00
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COOK COUNTY RECORDS

Prepared by: **LORI RITZ**
RECORD AND RETURN TO:
MORTGAGE BANCORP SERVICES
800 E. NORTHWEST HIGHWAY, #100
PALATINE, ILLINOIS 60067

100 S 7001 00

MORTGAGE

Loan No. 1023150

THIS MORTGAGE ("Security Instrument") is given on **December 11, 1995** . The mortgagor is
MICHAEL D. RECHTIN, UNMARRIED and ELENA A. HANOIAN, UNMARRIED

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

which is organized and existing under the laws of **THE STATE OF ILLINOIS** , and whose
address is **800 E. NORTHWEST HIGHWAY, #100, PALATINE, ILLINOIS 60067**

(Lender"). Borrower owes Lender the principal sum of
One Hundred Seventy Five Thousand and **Dollars (U.S. \$ 175,000.00)**.
no/100-----
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 **January 1, 2026** .
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

PIN 14-32-426-116
which has the address of

Illinois 60614

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM

INSTRUMENT Form 3014 9/90
Amended 5/91
VMP-6R(LI) (6502)

1648 N. BISSELL STREET

[Zip Code] ("Property Address");

CHICAGO

[Street, City];



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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) consents in good faith the lien by, or defeas's 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

Borrower makes these payments directly over this Security Instrument unless Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay claim on time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines 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 paragraphs

this Security instrument.

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. (i) 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 credit 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 a reporting service

charge. However, unless Lender pays its master interest on the Funds and applicable law permits Lender to make such

verifying the Escrow items, unless Lender pays its master interest on the Funds and applying the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

(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 depositors 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. If so, 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 applies to the Funds

related mortgage loan try 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."

it 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; (b) yearly leasehold payments

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

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:

Warranties by joint declaration to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited

grant and defend generally to the title to the Property against all claims and demands, subject to any encumbrances of record.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtelements, and

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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 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

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ENCL 6
M
Lender
Borrower

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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair if damage to the Property prior to the acquisition of the sums secured by this Security instrument under paragraph 2 if the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from possession of the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments Lender and Borrower otherwise in writing, any application of proceeds to principal shall not extend or secure Lender and Borrower or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, unless Lender shall consent that the sums secured by this Security instrument and use 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 Lender's security interest in the Property to determine, or committ, or begin that in Lender's good faith judgment could result in default if any foreseeable circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or injure such a default and thereafter impinge on the Lender's security interest in the Property or other material damage to the Lender's good faith determination, provided further of the Borrower's intent in the dismissioned with a ruling that, in Lender's good faith determination, causes the action or proceeding to be dismissed with a ruling of otherwise materially impinge on the Lender's security interest. Borrower may proceed in the event of the action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in default if any foreseeable circumstances exist which are beyond Borrower's control, Borrower shall not commit or damage or otherwise materially impinge on the Lender's security interest. If this Security instrument is on a leasehold, Borrower shall 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 take action under this paragraph to make repairs. Although Lender may take action under this paragraph reasonable attorney fees and expenses on the Property to make repairs, Lender may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, Lender's actions may pay for whatever is necessary to protect the values of the Property and Lender's rights in the Property, Lender may do and proceed in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may take action under this paragraph unless Borrower and Lender agree to other terms of payment. Upon notice from Lender to Borrower requesting payment of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premium required to be paid by Lender to the insurance company. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security instrument. 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 by Lender under this paragraph 7, Lender does not have to do so.

7. **Repossession of Lender's Rights in the Property.** If Borrower fails to pay the property taxes and insurance premiums, fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph reasonable attorney fees and expenses on the Property to make repairs, Lender may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, Lender's actions may pay for whatever is necessary to protect the values of the Property and Lender's rights in the Property, Lender may do and proceed in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may take action under this paragraph unless Borrower and Lender agree to other terms of payment.

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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

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Form 3014 9/90
Page 6 of 6
NIN-BR(II) 1962

My Commission Expires: 12/29/95
Notary Public, State of Illinois
BONNIE LEE DABDDEER
"OFFICIAL SEAL"

Given under my hand and official seal, this 11th day of December, 1995
Signed and delivered the said instrument as THIRTY free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THIRTY
, personally known to me to be the same Person(s) whose name(s)
I, MICHAEL D. RECHTIN, UNMARRIED and ELENA A. HANTIAN, UNMARRIED
do hereby certify
COOK County, IL
-Borrower
(Seal)

ELENA A. HANTIAN
-Borrower
(Seal)

MICHAEL D. RECHTIN
-Borrower
(Seal)

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.

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.
 Adjustable Rate Rider Condominium Rider Family Rider
 Grand Unified Development Rider Biweekly Payment Rider
 Balloon Payment Rider Second Home Rider
 Other(s) [Specify] VA Rider
 Check applicable box(es)

25. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recording costs.

26. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
27, including, but not limited to, reasonable attorney fees and costs of title evidence.

proceeding, 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
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums
non-default of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the
securities by this Security Instrument, foreclosed 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;



Commonwealth
Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A - Page 2

LEGAL DESCRIPTION

Commitment No. C-57209

PARCEL 1: LOT 157 (EXCEPT THE NORTHWESTERLY 15.68 FEET THEREOF AND THE NORTHWESTERLY 7.699 FEET OF LOT 158 EXCEPTING FROM SAID LOTS 157 AND 158, THE SOUTHWESTERLY 50 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: AN EASEMENT FOR ACCESS, INGRESS AND EGRESS ACROSS THE SOUTHWESTERLY 50 FEET OF LOTS 135 TO 141, 145 TO 155 AND 157 TO 160, IN THE SUBDIVISION OF BLOCK 6 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND PARTY WALL RIGHTS DATED SEPTEMBER 3, 1987 AND RECORDED SEPTEMBER 15, 1987 AS DOCUMENT NUMBER 87511039, IN COOK COUNTY, ILLINOIS.

ADJUSTABLE RATE RIDER Loan No. 1023150
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 11th day of December 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

MORTGAGE BANCORP SERVICES

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

1648 N. BISSELL STREET, 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 7.000 %. 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 January 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage point(s) (2.750 %) 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.

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95864176

Property of Cook County Clerk's Office

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

(E) Effective Date of Charges
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.

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 my name and address and also the title and telephone number of a person who will answer any question I may have regarding the note.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Transfer of the Property or a beneficial interest in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred by law to another natural person) without Lender's prior written consent, However, this option shall not be exercised by Borrower if all such security interest in the date of this Security Instrument required by Lender also shall not exercise this option if: (a) if a new loan were being made to Lender in substitution for the old loan and (b) Lender is unable to determine if the transfer causes Lender to be substituted for the old loan as of the date of this Security Instrument.

To the extent permitted by law, Lender may charge a reasonable fee as a condition to Lender's acceptance to the loan assumption. Lender may also require the transfer to sign an assumption agreement in this Note and consent to the loan assumption, unless Lender releases the Borrower in writing.

In this Security Instrument, Borrower will continue to be obligated under the Note and this Note and any other agreements between Lender and Borrower to keep all the promises and agreements made in the Note and this Note and any other agreements between Lender and Borrower unless Lender exercises the option to release the Borrower in writing.

If Lender exercises the option to release the Borrower in writing, Lender shall give Borrower notice of acceleration within 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.