96603868

966000008

WHEN RECORDED MAIL TO

NORTH FEDERAL SAVINGS BANK 100 W. NORTH AVE. CHICAGO, IL 60610

Loan Number : 49-128747

- DEPT-OF RECORDING

\$41.00

- 130012 - HAR 1632 08/07/94 09:36:00

- 1888 | CG | 4-96-803866

- COOK COUNTY EMCORDER

-ISPACE ABOVE THIS LINE FOR RECORDING DATA!

MORTGAGE

THIS MORTGA(A) "Security Instrument") is given on July 31, 1996

The mortgagor is JANE M. HORBERG, DIVORCED AND NOT SINCE REMARRIED

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

NORTH FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICAN whose address is 100 W. NORTH AVE, CHICAGO, ILLINOIS 606 0

("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY-SIX THOUSAND DOLLARS AND 00/100

Dollars (U.S.\$ 196,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monely payments, with the full debt, if not paid earlier, due and payable on August 1, 2026. This Security Instrument secures to Lender: (a) the repayment of the cebt 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, flor wer does hereby mortgage, grant and convey to Lender the following described property located in

COOK

20208309 # Br

County, Illinois:

LOT 48 IN SHELDON ESTATE SUBDIVISION OF BLOCK 32 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 THEREOF AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS

PIN:

14-19-301-009

19/9/

BOX 333-CTI

which has the address of

3543 N. CLAREMONT

CHICAGO (City)

Himois

60618

("Property Address");

[Zip Code]

ILLINOIS-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90

Software ITEM 1876 (9012)

(page 1 of 6 pages)

of.603866

Property of Coot County Clerk's Office

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

BORROWER COVENANTS that borrower is lawfully seised of the estate hereby conveyed and has the right to grant and invey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will efend generally the title to the Property against all chains and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited anations 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 f 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 my; (e) yearly mortgage insurance premiums, if any; and (t) any sums payable by Borrower to Lender, in accordance with the rovisions of paragraph 2. in lien of the payment of mortgage insurance premiums. These items are called "Escrow Items." ender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally plated mortgage loan may regire for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 974 as amended from time to about 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a isser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may stimate the amount of Funds due of the basis of current data and reasonable estimates of expenditures of future Escrow Items of 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 cender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the escrow ems. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying he fiscrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, lowever. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by cender in connection with this loan, unless applicable lay provides otherwise. Unless an agreement is made or applicable law equires 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 nade. 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 he excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall ay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve nonthly 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 leld 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 ecurity Instrument.

3. Application of Phyments. Unless applicable law provides otherwise, all payments received by 1 order under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts proable under paragraph 2; hird, 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 attribut hie to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these bligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the erson owed payment. Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If forrower 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 inforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over his 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. Hizard 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 decoding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender

Proberty of Coof County Clerk's Office

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 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 in security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Bostower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly phyments 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 and pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Mair tenance and Protection of the Property; Borrower's Loan Application; Leaseholds, Borrower shall occupy, establish, and use the Property is 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 criticg, 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 Imperty. 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 eausing 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 a. 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 of Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, 50% 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), ther 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 regions 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 also not have to do so.

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

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insured 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 of claim for damages, direct or consequential, in connection with any Single Family Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Uniform Covenants 9/90 (page 3 of 6 pages)

Proberty of Cook County Clark's Office

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

- 11. Borrower Not Released; Fortenance 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 easen 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 assign; 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 perfonally obligated to pay the sams 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 Porrower'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 larget payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepaymen, 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.
- 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, required 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 expitation 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

Property of Cook County Clerk's Office

ecify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) try of a judgment enforcing this Security Instrument. Those conditions are that Borrower; (a) pays Lender all sums which then build be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other venants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, asonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security istrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall outling unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remainably effective as if no acceleration had occurred. However, this right to reinstate shall no apply in the case of acceleration under

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) has 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 ervicer") that collects mouthly payments due under the Note and this Security Instrument. There also may be one or more hanges 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 two. 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. Huzardous Stastances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any fazardous 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.

uragraph 17.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency of private party involving the Property and any Haza dous 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 Hazarlous 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, "Hazardou Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances, gasoline, kerosene, other flamurable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehode, 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 Becrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the vegon required to core the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration; of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without farther demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, buy not limited to, attorneys' fees and costs of title exclence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lander shall reverse this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

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

Proberty of Coof County Clerk's Office

89820996

UNOFFICIAL COPY

24. Riders to this Security Instrument ecurity Instrument, the covenants and agreements of this Securi Check applicable box(es)]	ements of each such	ricer shall be incorpor.	ated into and shall a	mend and supplement
XX Adjustable Rate Rider	Condomini	am Rider	XX 1-4 Family	Rider
Graduated Payment Rider	Planned Ur	nt Development Rider	Biweekly Pa	iyment Rider
Balloon Rider	Rate Impro	ovement Rider	Second Hor	ne Rider
XX Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify] BY SIGNING BELOW, Borrower acces				
BY SIGNING BELOW, Borrower accepting rider(s) executed by Jorrower and reconvituesses:		terms and covenants co	ntained in this Secur	ity Instrument and in
	. ,	pene M. Hor	16010	(Cog)
	JAN	IE M. HORBERG	0	-Borrower
)x			
		. eggeneration belongsgroup operated at the supergroup and at 17 th rapp (***************************************	-Borrower
STATE OF ILLINOIS, 1. とこれのたと 11 しんこ No hereby certify that JANE M. HORI		Caro kCoumy , a Notar D AND NOT SING	ry Public in and for s	aid county and state,
	sonally known to me	to be the same person(s	s) whose name(s)	is
cubscribed to the foregoing instrument, appe	ared before me this d	ay in person, and acha	owledged that S	he signed
and delivered the said instrument as	her	free and voluntary	act, for the uses and	purposes therein set
orth.			Or	
Given under my hand and official se	al, this $\frac{37}{5}$	day of S	uly	1996
My Commission expires Official Seal Lenore M. Whitman Notary Public, State of Illinois My Commission Expires 6, 12, 15197		day of 5	Mihitm	Notary Public
This instrument was prepared by				
SUSAN L. RODRIGUEZ (Name)				
100 W. NORTH AVE. (Address)				

CHICAGO, IL 60610

Property of Cook County Clerk's Office

ADJUSTABLE RATE LOAN RIDER

Loan Number : 49-128747
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
Words, numbers or phrases preceded by a 📋 are applicable only if the 📋 is marked, e.g. 🔯
This Rider is made this 31st day of July 1996 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORTH FEDERAL SAVINGS BANK
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 3543 N. CLAREMONT, CHICAGO, IL 60618 (Property Address)
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND SCHEDULES PAYMENT CHANGES
11) Initial Interest Rate The Note provides for an "Initial Interest Rate" of 7.875 %. The Note provides for changes in the interest rate and the scheduled payments.
(2) Change Dates Each date on which my interest rate could mange is called a "Change Date."
(You must check one box and fill in the a spropriate information)
The Note interest rate may change on the first day of the month beginning on August 1, 2001 and on the first day of the month every 12 months thereafter. The Note interest rate may change on the day of the month beginning on and on that day of the month every months thereafter.
The Note interest rate may change and or every thereafter.
(3) The lindex Changes in the interest rate are governed by changes in an interest rate index called the "index". The lindex is:
THE NATIONAL MONTHLY MEDIAN COST OF FUNDS
The most recent ladex figure available as of the date
If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable

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 the notice of this choice.

ADJUSTABLE RATE LOAN RIDER

#Eastern Software

Item 7347 (9111)

Page 1 of 3

96603868

Property or Coot County Clert's Office

(4) Calculation of Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 1/22.500 %) to the Current Index. The Note Holder will then round the result of this percentage points (addition to the nearest (You must check one box and fill in any appropriate rounding value) one-eighth of one percentage point (0.125%). of one percentage point (Subject to the Limits stated in Section A(5) on page two, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the scheduled payment that would be sufficient to repay the unpaid principle 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 scheduled payment, (5) Limits on Interest Rate Changes 9.875 The interest rat. I im required to pay at the first Change Date will not be greater than % 7 875 4. Thereafter, my interest rate will never increase or decrease on any single Change or less than Date by more than TWO percentage point (2.030 %) from the rate of interest I have been paying for the preceding period. (You must check one box and fill in the corropriate limit(s)) My interest rate will never be greater than [X] My interest rate will never be greater than % or less than 7.875 Se . 13.875 (6) Effective Date of Changes My new interest rate will become effective on each Change Date. I will pay the amount of my new scheduled

(7) Notice of Changes

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 scheduled payment before the effective date of any change. For 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.

payment beginning on the first scheduled payment date after the Change Date until the amount of my scheduled

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that the law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any subject loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums after dy collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

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

D. TRANSFER OF THE PROPERTY

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

ADJUSTABLE RATE LOAN RIDER

e Eastem Software

Item 7347 (9111)

Page 2 of 3

Property of Cook County Clark's Office

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

JANE M. HORBERG LOGGERY

Property or Cook County Clerk's Office

96603868

Property of Coot County Clert's Office

1-4 FAMILY RIDER Assignment of Rents

Loan Number : 49-1/8/47

THIS 1-4 FAMILY RIDER is made this 31st day of July 1996, 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

NORTH FEDERAL SAVINGS BANK

(the "Lender")

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

3543 N. CLARHMONT CHICAGO, IL 60618 [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: bunking 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, 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 mike 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 permatted by federal law, Borrower shall not allow any lien inferior to the Scentrity 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.

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

Form 3170 9/90 (page 1 of 2 page s)

#Eastern Software ITEM 1790 (9410)

Property of Coot County Clert's Office

96603868

UNOFFICIAL COPY

- 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.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the 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 discretion. As used in this paragraph G, the word "lease' shall mean "sublease" if the Security Instrument is or a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Bents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and; (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or beider's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of oreach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the beautiff of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, prenames on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges or the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits cerived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cove; the cost, of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take 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, may do so at any time when a default occur. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This a signment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in fall.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may involve any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this 1-4 Family Rider.

ومار برود والمراجع والم	1901/02/ (See 1)	aue M
-Borrowe	RG -Borrower	JANE M. HORBERG
أنفر كالواج المتحدد والمتحدد في المتحدد في المتحدد الميانية والمتحدد والمتح	(Seal) -Borrower	

Proberty of Cook County Clark's Office