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96623430

repared by William H. Peirson, 4400 Alpha Road, Dallas Texas 75244-4516

Please Return To: Centerbank Mortgage Company Document Administration P.O. Box 10024, 1 Jefferson Square Waterbury, CT 06726

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961520PT

[Space Above This Line For Recording Data]

Loan Number: 6560114-00

**MORTGAGE** 

August 9, 1996 THIS MORTGAG' ("Security Instrument") is given on . The mortgagor is Pascual Sandoval and Carmen Sandoval, husband and wife in joint tenancy

This Security Instrument is given to clemterbank Mortgage Company

whose address is One Jefferson Square, P.O. Box 10013, Waterbury, CT 06725-0013

("Lender").

Borrower owes Lender the principal sum of the hundred forty one thousand five hundred and NO/100ths Dollars (U.S. \$ 141,500.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable September 1, 2026. This Security Instrumer se ures to Lender: (a) the repayment of the debt evidence by the Note, with interest, and all renewals, extensions and modil cations 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 t'as purpose, borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

96623430

961520 PTC

which has the address of

8326 South Karlov Avenue, Chicago

[Street]

Illinois

60652

("Property Address");

[Zip Code]

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

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

II.LINOIS-Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 6

SHLC1 10/94 FORM 3014 9/90

## **UNOFFICIAL COPY**

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be 1 aid Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, owever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by his Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall equire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides (the wise, all payments received by Lender under paragraphs of 1 and 2 shall be applied: first, to any prepayment charges due under un. Note; second, to amounts payable under paragraph 2; of third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrumer, unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (a) contests in good faith the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender is ibordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lier of 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 error on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including fixeds or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that

ILLINOIS- Single Family - Fannie Mae/Freddie Mac Page UNIFORM INSTRUMENT

Page 2 of (

SIILC2 10/94 FORM 3014 9/90

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

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

6. Or up, ncy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occury, 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, viness Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances of a 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 proceedings, 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 pr ag aph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes confeiture 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 incourate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loss evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a pri cir al residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower ac luires 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 Borro ver 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 e force laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's digits in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Inst un ent, 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

Any amounts disbursed by Lender under this paragraph 7 shall become additional dept 5. Porrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts hall hear interest from the date

of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borre were requesting payment. 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making he lean 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 pre nium required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum qual to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased it. 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

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 soule a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is a noticed to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this S curity Instrument, whether or not then due.

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

11. Borrower No. 14 leased; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sum; 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 my successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Inst. au ent by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in enercising any right or remedy shall not be a waiver of or preclude the exercise of any

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the succe sors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements si all 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 Lende and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Sourcit; Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Inst. urcr: is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charg's 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 e ceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal ower under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propagation without any prepayment charge

14. Notices. Any notice to Borrower provided for in this Security Instrument shall v. given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall co d'acc'ed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be give. y first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice pro ited for in this Security Instrument shall be deemed to have been given to Borrower to Lender when given as provided in this aragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and he law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instanto 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 a clared

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

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

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be soid one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Service.") "ital collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Local 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 charge in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Service; and the address to which payments should be made. The notice will also contain any other

20. Hazardous Substances. Bortower 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

Borrower shall promptly give Lender written rotic: 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 affec ing the Property is necessary, Borrower shall promptly take all

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, and flammable or toxic petroleum products, toxic petro pesticides and herbicides, volatile solvents, materials containing asbestos or torral ehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdic ion where the Property is located that relate

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerate a following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Pragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the ofault; (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 of expense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further de a no and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred to pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title

| 23. Waiver of Homestead. Borro 24. Riders to this Security Instru                | for services rendered and the charging of<br>ower waives all right of homestead exemption<br>ment. If one or more riders are executed by | ender shall release this Security Instrument, a fee for releasing this Security Instrument, the fee is permitted under applicable law. on in the Property.  y Borrower and recorded together with this rated into and shall amend and supplement part of this Security Instrument. [Check |                                 |
|--|--|---|---------------------------------|
| Adjustable Rate Rider Graduated Payment Rider Balloon Rider Other(s) [specify]   | ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Rate Improvement Rider  | ☐ 1-4 Family Rider ☐ Biweekly Payment Rider ☐ Second Home Rider   |                                 |
| BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower a Witnesses: | accepts and agrees to the terms and coven and recorded with it.  | ants contained in this Security Instrument  |                                 |
| 000  | Pascual Sando  | Van Val (Seal) -Borrower  |                                 |
| 0,   | Carmen Sandova   | Sandoval (Seal)  -Borrower  |                                 |
|  | C004C  | (Seal) -Borrower  | 3668                            |
| [5   | Space Below This Line For Acknowledgment   | (Seal)<br>-Borrower   | 6683430                         |
| State of Illinois, Cook  |  |   |                                 |
| The foregoing instrument was acknow by Pascual Sandoval and Carmen S.            | County ss:   | Regult, 1996,   |                                 |
| NOTARY   | FICIAL SEAL"  KIM KIMZEY PUBLIC, STATE OF ILLINOIS MISSION EXPIRES 10/13/97  | Notary Public   | A STANDARD SECTION CO. C. C. C. |
| ULLINOIS-Single Family - Famile Mac/Freddie Mac<br>UNIFORM INSTRUMENT            | Page 6 of 6  | 6   | PASSES THE                      |

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Loan Number: 6560114-00

EXHIBIT "A" - LEGAL DESCRIPTION LOT 3 (EXCEPT THE SOUTH 80 FEET THEREOF) IN BLOCK 45 IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE EAST 129 FEET OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SAID SECTION 34, AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 19-34-405-010-0000

ANENT

COLUMN

CLORES

OFFICE

Loan Number: 6560114-00

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### TO BE ATTACHED TO THE SECURITY INSTRUMENT

#### ADJUSTABLE RATE RIDER

(1 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 9th day of incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security ,19 96 Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to Centerbank Mortgage Company

(the "Lender") of the same date and covering the

property described in the Security Instrument and located at:

8326 South Karlov Avenue, Chicago, IL 60652 [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 Coven n's In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and pares as follows:

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.375 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### INTEREST RATE AND MONTHLY PAY VIF. VT CHANGES

The interest rate I will pay may change on the first way of September, 1997 month thereafter. Each date on which my interest rate could change is called a "Change Date." , and on that day every 12th

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yellow 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 750/1000ths percentage point(s) ( 2.750%) to the Current Index. The Note Holder will then round up 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.

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 r. te in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.375 6 Fless than %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two and NO/1000ths percentage point(s) ( 2.000 %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.375 %.

MULTISTATEADJUSTABLE RATE RIDER-ARM 5-2 SINGLE FAMILY-FANNIBMAE UNIFORM INSTRUMENT

Page 1 of 2

FORM 3111 LDOC0821 3/85

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## TO BE ATTACHED TO THE SECURITY INSTRUMENT

(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.

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.

## TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this c, tion 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 socurity will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement is Security Instrument is acceptable to Lender.

To the extent per nited by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assum ion. 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. Borrower will continue to be obligated under the Note and this Security

If Lender exercises the option to require a mediate 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 sur s secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this peric 1, Jer ler may invoke any remedies permitted by this Security

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

| $\bigcirc$                        | in this Aujustable Rate Rider. |
|-----------------------------------|--------------------------------|
| Pascual Sandoval (Seal) -Borrower | Carmen Sandoval (Seal)         |
| (Seal)                            | -Borrower di                   |
| -Borrower                         | (Seal) -Borrower               |
|                                   |                                |

MULTISTATEADJUSTABLE RATE RIDER-ARM 5-2 SINGLE FAMILY-FANNIBMAE UNIFORM INSTRUMENT

Page 2 of 2

FORM 3111 LDOC6822 3/85