

267612 (2nd)

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MERCURY TITLE COMPANY

96623557

RECORD AND RETURN TO:
LADE FEDERAL BANK
FOR SAVINGS
4343 NORTH ELSTON AVENUE
CHICAGO, ILLINOIS 60641-2145

Prepared by:
PATRICIA A. ROSE
CHICAGO IL 60641-2145

37⁵⁰%

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 13, 1996
HRVANSLAV SRETKOVIC, MARRIED TO VIOLETA SRETKOVIC
AND MIHAELA SRETKOVIC, MARRIED TO MOMIRA SRETKOVIC **.

The mortgagor is

96623557

("Borrower"). This Security Instrument is given to
LADE FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is 4343 NORTH ELSTON AVENUE
CHICAGO, ILLINOIS 60641-2145 ("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ 202,500.00).

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 on SEPTEMBER 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:

LOT 29 IN WITWICKI'S SECOND ADDITION TO GLEN EDEN ESTATES BEING A
SUBDIVISION OF PART OF NORTHEAST 1/4 OF SECTION 11 AND PART OF
NORTHWEST 1/4 OF SECTION 12 ALL IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF RECORDED
APRIL 26, 1956 AS DOCUMENT 15562104 IN COOK COUNTY, ILLINOIS.

**VIOLETA SRETKOVIC AND MOMIRA SRETKOVIC ARE EXECUTING THIS MORTGAGE
SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.
12-12-128-128

which has the address of 7901 WEST RASCHER AVENUE, CHICAGO,
Illinois 60656 Zip Code ("Property Address"):

Street, City .

MLP CIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

Amended 5/91

DPS 1089

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapsed or ceases to be in effect, Borrower shall pay the premiums required to

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or any other address designated by notice to Lender. Any notice to Lender shall be given by first class mail to it by first class mail unless otherwise used or otherwise required under applicable law or method. The notice shall be directed to the Property Address if set forth in Borrower's Note or in this Security Instrument shall be given by delivery to Lender. If no such address is set forth in Borrower's Note or in this Security Instrument shall be given by delivery to Lender.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery to Lender. It may affect the charge under the Note.

If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender, Lender may choose to make sums already collected from Borrower which exceed permitted limits to the permitted time; and (b) any sum loan charge shall be reduced by the amount necessary to reduce the charge loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that it is finally interpreted so that the interest of other loans charges collected or to be collected in connection with the loan exceeded the permitted limits, then:

15. **Lawn Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

makes any accommodations with regard to the terms of this Security instrument or the Note without their Board's consent.

Borrower's interest in the Property under the terms of this Security Instrument (b) is not personal property obligated to pay the sums instrument but does not exceed the Note; (a) is co-signing this Security Instrument only to another, grant and convey this instrument but does not exceed the Note; (c) agrees to joint and several liability Borrower, who co-signs this Security instrument shall be liable to Lender and successors of Lender and Borrower, subject to the provisions of paragraph 17.

16. **Successors and Assigns; Joint and Several Liability; Co-signers.** The movements and agreements of this instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the time for payment of this instrument shall be liable to Lender and successors of Lender.

17. **Borrower Not Released; Borrower By Lender.** However, Extension of the time for payment of such payments,

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or exceed the date of the monthly payments referred to in paragraphs 1 and 2 of this instrument of any right of remedy.

unless, Lender, any trustee by Lender in exercising any right to remedy shall not be a waiver of or preclude the successors in interest, any trustee by Lender in exercising any right to remedy shall not be a waiver of or preclude the

of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

complaint proceedings against any successor in interest or release to extend the period of amortization of otherwise modify any provision

of a separate to release the liability of the original Borrower or Borrower's successors in interest, Lender shall not be required to

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

unless Lender to Borrower or Lender notes by Lender to any successor in interest of Borrower shall not be required to

18. **Borrower Not Released; Borrower By Lender.** However, Extension of the time for payment of such payments,

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

exceed the date of this Security Instrument, whether or not the date

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

paid or settle a claim for damages, Borrower shall to respond to Lender within 30 days after the date the note is given,

if the Property is abandoned by Borrower or Lender notes by Lender to any successor in interest that is condemned offers to make an

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless, Borrower and Lender, in writing, if otherwise provided by law otherwise applicable law, otherwise the

market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking, any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument taken, shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total

Security instrument taken, before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by the

market value of the Property immediately before the taking is equal to or greater than the amount of the Property in which the fair

amount of the sums secured by the taking of the Property, the excess paid to Borrower, to the extent of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument

that is paid to Lender.

condemnation of or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned an

19. **Condemnation.** The proceeds of any part of an inspection specifically reasonable cause for the inspection.

Borrower notes at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give a

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgagee, or that Lender (requiring), provided by an insurer approved by Lender again becomes available and is obtained, Borrower shall pay in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

be in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

equivalent of the yearly mortgage insurance premium being paid by Borrower when the measure coverage is based to

approximately equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to

about twelve thousand dollars annually equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the

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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 (or 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 attorney's 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 Instruments) 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.

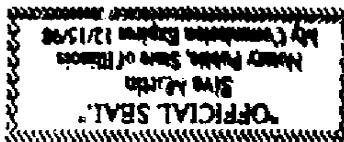
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and law 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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My List of Mission Express

Given under my hand and official seal, this 13th day of April, 1934.

MIRJANA SRTEKOVIC, MARRIED TO MOMIRA SRTEKOVIC

HANISLAV SRTEKOVIC, MARRIED TO VIOLETA SRTEKOVIC AND

STATE OF RHODE ISLAND, COOK,
County, vs.
A. Naylor Public in and for said County and State do hereby certify

VIOLETA SRETKOVIC **MOMIRA SERETKOVIC** **SERETKOVIC**
—GOTOVOST —GOTOVOST —GOTOVOST
(Seal) **(Seal)** **(Seal)**

MOMIJA SRTEKOVIC
MIHAJLO SRTEKOVIC MARRIED TO -
-Dorothy
(Seal)

VIOLENCE AGAINST WOMEN
COURT OF JAPAN

HRAMISLAV SRETKOVIĆ MARRIED TO VIOLETA SRETKOVIĆ
(Seal) (Seal)

In any rider(s) excluded by Borrower and recorded with it.

FOR THE PURPOSE OF MAVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS.

A. Adjustable knee Rider B. Standard Rider C. Planned Life Development Rider D. Biweekly Payment Rider

23. References to this Security Instrument, if one or more references are exceeded by Borrower and recorded together with this Security Instrument, shall be incorporated into and shall amend and supplement the convenants and agreements of each such refer and shall be incorporated into and shall amend and supplement the convenants and agreements of this Security Instrument as if the refer(s) were a part of this Security Instrument.

23. **Waiver of Homestead:** Borrower waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph

non-existence of a default or any other defense of Borrower to accelerate and foreclose. 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

accused by this Security Instrument, forredosome by judicial proceeding and sale of the Property. The notice shall further

applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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) failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

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FIXED/ADJUSTABLE RATE RIDER

11 Year Treasury Index - Rate Caps

3110060115

THIS FIXED ADJUSTABLE RATE RIDER is made this 16TH day of AUGUST 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 Fixed Adjustable Rate Note (the "Note") to
LAKE FEDERAL BANK
FOR SAVINGS
the "Lender" of the same date and covering the property described in the Security Instrument and located at:
7911 WEST RASCHER AVENUE, CHICAGO, ILLINOIS, 60656

Property Address

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.875% and also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of SEPTEMBER 2001, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - 1 YEAR TREASURY INDEX- Single Family - Fannie Mae Uniform Instrument

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Form 31925 94 Rev. 7/94 DPS 4873

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FMP MORTGAGE FORMS - 900-521-712

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Form 1182-5-94 Rev. 6-2-94 DGS 4873

www.wadsworth.com

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

transfer of the Property or a beneficial interest in the Property, if all or any part of the Property and Borrower is not a natural person without Lender's prior written consent, at his option, require immediate payment in full of all sums secured by the Security Instrument, and Borrower is sold or transferred for its benefit, unless it is sold or transferred to a natural person, Lender may require immediate payment in full of all sums secured by the Security Instrument, unless it is sold or transferred to a natural person, Lender may exercise this option, if exercise is prohibited by federal law as of the date of this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 to 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.

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

8. TRANSFER OF THE PROPERTY OR A GENERAL INTEREST IN BORROWER

(c) Notice Holder will deliver or mail to me a notice of the change in my initial fixed interest rate to an adjustable interest rate and of any monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

15.5 New interest rate will become effective on each Change Date. I will pay the amount of my monthly payment beginning on the first month my payment date after the Change Date until the amount of my monthly

The interest rate I am required to pay at the first Change Date will not be greater than 9.8750. The interest rate I am required to pay at the first Change Date will never be greater than 9.8750 or less than 7.8750. Thereafter my adjustable interest rate will never be increased or decreased on any single Change Date by more than plus or minus one-half percent (0.5%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 13.8750.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The narrated one-episode of one pre-ceremony point (C, 125), Subject to the limits stated in Section 4(D) below, this

TWC AND ONE HALF
Before each Change Date, the Note holder will calculate my new interest rate by adding percentage point(s).

(C) Calculation of Changes

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Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Mihajlo Sretkovic _____ (Seal)
HRANISTAV SRETKOVIC
-Borrower

Mihajlo Sretkovic _____ (Seal)
MIHAJLO SRETKOVIC
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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