

UNOFFICIAL COPY

RECORD AND RETURN TO:
SERVE CORPS MORTGAGE, INC.

1804 NORTH NAPER BOULEVARD-SUITE 100
NAPERVILLE, ILLINOIS 60563

Prepared by
KATHY INGRAM DONALDSON
DOMESTIC DIVISION IL 60062

DEPT-01 RECORDING \$39.50
T40010 TRAN 6183 09/25/96 16:00:00
\$2319 F.C.J * 96-733391
COOK COUNTY RECORDER

96733391

3950
(B)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 27, 1996
RONALD J. TOMASEK AND DONNA H. TOMASEK, HUSBAND AND WIFE

The mortgagor is

(*Borrower"). This Security Instrument is given to
SERVE CORPS MORTGAGE, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 1804 NORTH NAPER BOULEVARD-SUITE 100
NAPERVILLE, ILLINOIS 60563 (*Lender"). Borrower owes Lender the principal sum of
FIFTY TWO THOUSAND SEVEN HUNDRED AND 00/100

Dollars (U.S. \$ 52,700.00).

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 244 IN FRANK DE LUGACH'S 71ST STREET HIGHLANDS, A SUBDIVISION OF
PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 38
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

TORNEYS' NATIONAL
TITLE NETWORK

19-30-111-012

which has the address of 7001 WEST 73RD PLACE , NOTTINGHAM PARK
Illinois 60638 Street, City ,
Zip Code ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
Amended 5/91

DPS 1089

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borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation incurred by the lien in a manner acceptable to Lender; (b) consents in writing to the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender authorizing the lien to satisfy all debts, obligations and expenses of the borrower to Lender notwithstanding the lien to other SecuritY instruments. If Lender determines that any part of the Property is subject to a lien which may affect this Security instrument, Lender shall have the right to require the Borrower to remove such lien or to take such action as Lender deems necessary to remove such lien.

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

third, to measure direct route, to principal destination, to any intermediate changes due under the Note.

3. Application of Premiums. 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;

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return 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.

If the Funds held by Lender exceed the 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 Borrower 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 months, at Lender's sole discretion.

The Funds shall be held in an institution whose deposits are insured by a federal agency, insurancability, 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 the 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 without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, and Lender may agree to pay Borrower any interest or earnings on the Funds.

2. Premiums 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 of 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; (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 "Erosion Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a related mortgage loan may require for Borrower's 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 applies to the Funds set 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 future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Escrow items or otherwise in accordance with applicable law.

principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.

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

THIS SECURITY INSTRUMENT combines uniform conventions for railroad use and non-uniform conventions with limited variations by prescribing to constitute a uniform security instrument covering all property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property and that the Property contains all oil, gas and mineral rights, subject to all liens and encumbrances of record.

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".

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

R.J.T.
D.M.T. DPS 1092
Initials:

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DPS 1091

DPS 1091
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insurance; Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the instrument, Borrower shall pay the premiums or expenses to be in effect, Borrower shall pay the premiums required to insure against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods option, obtain coverage to protect Lender's rights in the Property until paragraph 7.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the more of the actions set forth above within 10 days of the giving of notice.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application Lenders.** Unless Lender agrees to hold the policies and renewals, Lender shall promptly give notice to Lender all receipts of premiums and renewal notices. In the event of loss, Borrower shall promptly give notice to the insurance carrier and Lender, shall have the right to hold the policies and renewals. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender's consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless property or otherwise materially impair the lien created by this Security instrument or Lender's security interest, Borrower may action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition of the sum secured by this Security instrument. Borrower's right to any insurance policies and proceeds resulting from under paragraph 2 if the Property is occupied by Lender, Borrower's right to any insurance policies and proceeds resulting from postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender's consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition of the sum secured by this Security instrument. Borrower's right to any insurance policies and proceeds resulting from postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender's consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition of the sum secured by this Security instrument. Borrower's right to any insurance policies and proceeds resulting from postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender's consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the property prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or damage to the Property prior to the acquisition of the sum secured by this Security instrument. Borrower's right to any insurance policies and proceeds resulting from postponing the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument, unless Lender's consent shall not be unreasonably withheld, or unless the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless circumstances exist which are beyond Borrower's control, Borrower shall not destroy, damage or impair the property prior to the acquisition.

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Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

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

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

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

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

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

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

NON-UNIFORM COVENANTS

Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless

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DWT DPS 1093

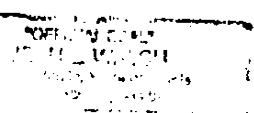
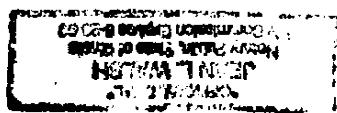
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DPS 1094

Form 3014 9/90

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GRILL 186021



Notary Public

My Commission Expires:

Given under my hand and official seal, this 27 day of October 1996
signed and delivered the said instrument as H/S/HB free and voluntary act, for the uses and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day to person, and acknowledged that HE/SHE
personally known to me to be the same person(s) whose name(s)

RONALD J. TOMASEK AND DONNA M. TOMASEK, HUSBAND AND WIFE

of a Notary Public in and for said county and state do hereby certify
that I, *Ronald J. Tomasek*,
County of Cook
(Seal)

-Borrower
RONALD J. TOMASEK
(Seal)

-Borrower
DONNA M. TOMASEK
(Seal)

-Borrower
RONALD J. TOMASEK
(Seal)

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

- 2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
 Adjustable Rate Rider Condominium Rider 1-A Family Rider
 Planed Unit Development Rider Biweekly Payment Rider Other(s) [Specify]
 Reverse Improvement Rider Second Home Rider
 Balloon Payment Rider VA Rider
 Grandfathered Payment Rider Other Rider
[Check applicable box(es)]

2B. Riders to this Security Instrument. If the notice specifies all right of homestead exemption in the Property,
the Borrower of Homestead, Borrower waives all right of homestead exemption in the Property.
Without charge to Borrower, Borrower shall pay any recordation costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
securing the debt entitling Lender to collect all expenses incurred in pursuing the remedies provided in this paragraph
including, but not limited to, reasonable attorney's fees and costs of title evidence.
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
non-exemptible of the right to remit after acceleration and foreclosure. If the default is not cured on
impartial Borrower of the right to remit after acceleration and foreclosure proceeding the
secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
(d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
(c) a date, not less than 30 days from the date is given to Borrower, by which the default must be cured; and
(b) the action required to cure the default
applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default;

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FIXED/ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27TH day of AUGUST 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 Fixed/Adjustable Rate Note (the "Note") to SERVE CORPS MORTGAGE, INC.

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

7001 WEST 73RD PLACE, NOTTINGHAM PARK, ILLINOIS 60638

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 8.0000% and also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

8. The Note also provides for

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 1, 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.

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

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Form 3182 B/94 Rev. 07/26/94

DPS 6873

543B 194081

VMP MORTGAGE FORMS - 1800/821-7281

Initials: *LWT*

16-226496

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Property of Cook County Clerk's Office

36755.31

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FIXED/ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 27TH 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 SERVE CORPS MORTGAGE, INC.

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

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Property Address

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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 8.0000% and a change in the initial fixed rate to an adjustable interest rate, as follows:

8.0000% The Note also provides for

B. 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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1000-843B (8408)

VMP MORTGAGE FORMS - 1000-821-7201

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INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

If Lender exercises this option, Lender shall give Borrower notice of exercise of this Security instrument without further notice or demand on Borrower.

sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security instrument which Borrower must pay all sums secured by this Security instrument. If Borrower fails to pay these shall provide a period of not less than 30 days from the date the notice is delivered a written notice to the Lender without further notice or demand on Borrower.

This Security instrument shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this 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 state law as of the date of this Security instrument.

Transfer of the Property or a Beneficial Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred of 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.

Transfer of the Property or a Beneficial Interest, if all or any part of the Property

INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE

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

The Note 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 my changes in my adjustable interest rate before the effective date of any change. The Note Holder will include the amount of my 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.

Notice will include the amount of my monthly payment, any information required by law to be given me and also adjustable interest rate and of my changes in my adjustable interest rate before the effective date of any change. The Note 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 my changes in my adjustable interest rate before the effective date of any change.

(F) Notice 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.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.9000 %.
Interest paid on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.9000 %.
The Note Holder will then determine the amount of the next Change Date. I will pay the amount of my new monthly payment on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 9.9000 %.

(D) Limits on Interest Rate Changes

The Note Holder will then determine the amount of the next Change Date. I will pay the amount of my new monthly payment until the result of this addition is the nearest one-eighth of one percentage point (.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.

Before each Change Date, the Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.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.

(C) Calculation of Changes

TWO AND THREE FOURTHS
Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.7500 % to the current index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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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.


RONALD J. TOMASEK

(Seal)

-Borrower


DONNA M. TOMASEK

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

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