

# UNOFFICIAL COPY

96290115

DELIVER TO  
BOX

Prepared by:  
LAURA CLISHAM  
800 BURR RIDGE PKWY  
BURR RIDGE, IL 60521-6486

DEPT-01 RECORDING \$41.00  
T#0014 TRAN 4218 04/18/96 09:41:00  
#3118 # JW \*-96-290115  
COOK COUNTY RECORDER

41.00  
M/W

5001050003

## MORTGAGE ADJUSTABLE RATE

THIS MORTGAGE ("Security Instrument") is given on **MARCH 25, 1996**. The mortgagor is **LEON M NARBUTIS AND REGINA NARBUTIS HIS WIFE**

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

**STANDARD FEDERAL BANK FOR SAVINGS**

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632**

(Lender). Borrower owes Lender the principal sum of **SEVENTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS & NO CENTS**  
**Dollars (U.S. \$ 73,750.00)**.

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 **APRIL 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:**

**UNIT 10630-3D AND GARAGE 15, TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS, IN CLARIDGE CONDOMINIUM, AS  
DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT  
NUMBER 95-572697, AND AS AMENDED, IN THE NORTH HALF OF SECTION 18,  
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.**

**PIN: 24-18-220-021-0000 AFFECTS UNDERLYING LAND  
THE MAILING ADDRESS OF THE MORTGAGEE FOR PURPOSES OF ALL NOTICES UNDER  
THE CONDOMINIUM PROPERTY ACT IS: STANDARD FEDERAL BANK FOR SAVINGS  
800 BURR RIDGE PKWY., BURR RIDGE, IL 60521.**

which has the address of **10630 S RIDGELAND UNIT #3D** **CHICAGO RIDGE** [Street, City],  
Illinois **60415** **[Zip Code]** ("Property Address");

ILLINOIS Single Family-FNMA/FHLMC UNIFORM  
Initials: **✓** INSTRUMENT Form 3014 8/90  
**✓** Amended 5/91  
**✓** 2006(IL) (9602) **✓** Printed on Recycled Paper



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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the Note in a manner acceptable to Lender; (b) consents in good faith the Lender or debtors agrees to 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 attach over any portion of the item, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impossibilities attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due otherwise, all payments received by Lender under paragraph 2; 3. **Application of Payments.** Unless applicable law provides otherwise, all amounts paid by Lender under paragraph 2;

this Security Instrument.

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 2, Lender shall require 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

twelve monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency, Borrower shall take up the deficiency in no more than three is not sufficient to pay the face value when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law. If it is a amount of the Funds held by Lender in any debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each applied law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge, however, unless Lender pays Borrower to pay one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or Escrow Items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or including Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution whose deposits are insured by a federal agency, instrumentality, or entity

The Funds shall be held in an account with another federal agency, instrumentality, or entity in accordance with applicable law.

Escrow items or otherwise in accordance with applicable law.

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Premium and Late Charges.** Borrower shall promptly pay when due the

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

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.

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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

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

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

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

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

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

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

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

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

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

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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 ceases or ceases to be in effect, Borrower shall pay the premiums required to payment.

8. **Afterpayee Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument.

7. **Amortization.** Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this instrument.

7. **Premise of Lender's Rights in the Property.** If Borrower fails to perform the covenant 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), prompt, for good cause shown or for failure of state law to regulate such as a receivership of Lender's rights in the Property, Lender agrees to do so.

Lender does not have to do so.

7. **Premise of Lender's Rights in the Property.** If Borrower fails to take action under this paragraph to pay any sums accrued by a lien which has priority over this Security instrument, appearing in court, paying include paying any sums accrued by a lien which has priority over this Property and Lender's rights in the Property, Lender may pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may pay to provide Lender with any material information) in connection with the loan evidence by the Note, including, but not limited to representations concerning Borrower's creditworthiness, financial condition or statements to Lender (or failed to provide Lender with the loan application process, gave materially false or inaccurate information or defrauded Lender of its impairment of the lien created by this Security instrument or Lender's security interest. Borrower shall also be in default if Lender's good faith determination, regardless of the Borrower's intent or interest, Borrower or other manager that, in Lender's good faith determines that the action of proceeding to be dismissed with a notice such a default and reinstatement, as provided in paragraph 18, by cause of otherwise than created by this Security instrument or Lender's security interest. Borrower may proceed in foreclosure of the property or otherwise notwithstanding 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 any damage or proceeding, whether civil or criminal, results from Lender's conduct beyond Borrower's control, which consent shall not be given unless the date of occupancy, unless Lender otherwise agrees; a. during, which consent shall not be reasonably withheld, or unless this Security instrument and shall continue to occur. 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 and shall agree in writing, any application of proceeds to principal shall not exceed 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.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications; Lenders.** 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.

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

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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods which shall not be unreasonable 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.

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.

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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.

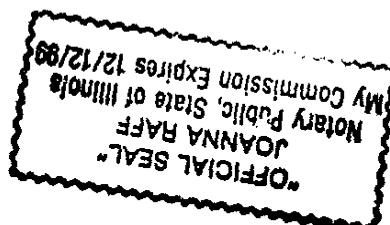
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, 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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My Commission Expires:

Given under my hand and official seal, this  
25TH day of MARCH 1996  
signed and delivered the said instrument as Theresa free and voluntary act, for the uses and purposes herein set forth.  
subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that  
, personally known to me to be the same person(s) whose name(s)

LEON M NARBUTIS AND REGINA NARBUTIS HIS WIFE  
County of COOK  
a Notary Public in and for said County and State do hereby certify  
that Regina Narbuthis  
LEON M NARBUTIS AND REGINA NARBUTIS HIS WIFE

Borrower  
(Seal)  
Borrower  
(Seal)

REGINA NARBUTIS  
Borrower  
(Seal)

LEON M NARBUTIS  
Borrower  
(Seal)  
Regina Narbuthis

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

- Check applicable box(es):
- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider    | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> VA Rider              |
| <input checked="" type="checkbox"/> Contingent Payment Rider | <input type="checkbox"/> Rate Improvement Rider  | <input type="checkbox"/> Balloon Rider         |
| <input checked="" type="checkbox"/> Family Rider             | <input type="checkbox"/> Biweekly Payment Rider  | <input type="checkbox"/> Second Home Rider     |
| <input type="checkbox"/> Other(s) Specifically               | <input type="checkbox"/> Other(s) Specifically   | <input type="checkbox"/> Other(s) Specifically |

the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
Security Instrument, the covenants and agreements of each such shall be incorporated into and shall amend and supplement  
this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, if the notice specifies all rights of homestead exemption in the Property.

23. Waiver 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  
immediately, but shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
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 demand and may foreclose this Security Instrument by judicial  
proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums  
non-extinctive of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on  
information Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the  
securities 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 the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

21, including, but shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
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securities 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 the notice is given to Borrower, by which the default must be cured; and  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default;

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5001050003  
ARM PLAN NO. 0033

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

THIS ADJUSTABLE RATE RIDER is made this 25TH day of MARCH 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 Adjustable Rate Note (the "Note") to

STANDARD FEDERAL BANK FOR SAVINGS

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

10630 S RIDGELAND UNIT #3D CHICAGO RIDGE IL 60415  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.875 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of APRIL 1, 2001, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

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

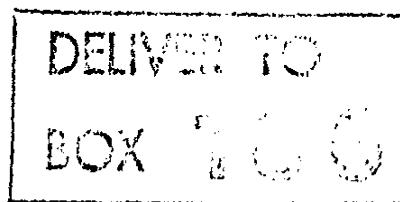
#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage point(s) ( 2.75 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER XxxxxxxxxxxxxxxxxxxxxxxxxxxxxxXXXXX XXXXXXXXXXXXXXX  
Form 3111 3/86

VMP-822B 191081.02

VMP MORTGAGE FORMS - 1800/521-7291



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Form 31113/86

Borrower  
(Seal)

Borrower  
(Seal)

REGINA NARBUTIS

LEON M NARBUTIS

WILLIAM D. COULOMB

Borrower  
(Seal)

Rale Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverarats contained in this Adjustable

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of 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.

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 may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferor 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 until the transferor has paid all sums secured by this Security instrument.

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 may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferor to keep all the promises and agreements made in the Note and this Security instrument. Borrower will continue to be obligated under the Note and this Security instrument until the transferor has paid all sums secured by this Security instrument.

Transfer of the Property or a Beneficial Interest in the Security instrument is amended to read as follows:

## TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 use the title and telephone number of a person who will answer any question I may have regarding the notice.

My new interest rate will become effective on the first monthly payment date after the Change Date until the amount of my monthly payment begins on the first monthly payment date after the Change Date until the amount of my monthly payment begins again.

The interest rate I am required to pay at the first Change Date will not be greater than 8.75%. The interest rate I am required to pay at the first Change Date will not be greater than 4.875%. The interest rate I am required to pay at the first Change Date will not be greater than 8.75% or less than 4.875%. The interest rate will never be greater than 12.875%.

(D) Limits on Interest Rate Changes  
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.

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## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25TH day of MARCH 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

STANDARD FEDERAL BANK FOR SAVINGS  
4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

10630 S RIDGELAND UNIT #3D CHICAGO RIDGE IL 60415

{Property Address}

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

### CLARIDGE CONDOMINIUMS

{Name of Condominium Project}

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

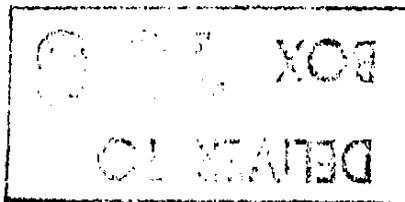
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

# UNOFFICIAL COPY

Form 3140 9/90



Borrower  
\_\_\_\_\_  
(Seal)

Borrower  
\_\_\_\_\_  
(Seal)

REGINA MARBUTIS  
\_\_\_\_\_  
LEON M MARBUTIS  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
(Seal)

REGINA MARBUTIS  
\_\_\_\_\_  
LEON M MARBUTIS  
\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Conditional Lender to Borrower requesting payment.

(i) Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, unless Borrower and Lender agree to other terms of payment, interest, upon notice from them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument, unless Borrower and Lender agree to other terms of payment, interest, upon notice from them.

F. Remedies. If Borrower does not pay Conditional dues and assessments when due, then Lender may pay amounts claimed by the Owner's Association unacceptable to Lender.

(ii) Any action which would have the effect of rendering the public liability insurance coverage unavailable to Lender.

Association, or  
(iii) termination of professional management and assumption of self-management of the Owners benefit of Lender.

(iv) Any amendment to any provision of the Conditional Documents if the provision is for the express taking by condenser or emulsion domain:

(v) The abandonment or termination of the Conditional Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a written consent, either partition or subdivision the Property or consent to:

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior provided in Uniform Contract Law.

Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to

36-230115

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THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS  
SUCCESSIONS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTEnant  
TO THE SUBJECT UNIT DESCRIBED HEREIN, THE RIGHTS AND  
EASEMENTS FOR THE BENEFIT OF SAID UNIT SET FORTH IN THE  
DECLARATION OF CONDOMINIUM.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS AND  
COVENANTS, RESTRICTIONS, AND RESERVATIONS CONTAINED IN SAID  
DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID  
DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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Property of Cook County Clerk's Office

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