

# UNOFFICIAL COPY

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box 291

Prepared by: JEFF STREDER  
RECORD AND RETURN FOR  
R. J. FINANCIAL SERVICES, INC.  
3365 N. ARLINGTON HEIGHTS, #F  
ARLINGTON HEIGHTS, IL 60004

COOK COUNTY  
RECORDER  
JESSE WHITE  
ROLLING MEADOWS

RECORDING 35.00  
# 96353071

## MORTGAGE

Loan No. 0223128

THIS MORTGAGE ("Security Instrument") is given on April 4, 1996. The mortgagor is GEORGE L. STEDMAN, DIVORCED NOT REMARRIED and VALERIE L. GASSMAN, DIVORCED NOT REMARRIED

("Borrower"). This Security Instrument is given to  
R. J. FINANCIAL SERVICES, INC.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 3365 N. ARLINGTON HEIGHTS, #F, ARLINGTON HEIGHTS, IL 60004

("Lender"). Borrower owes Lender the principal sum of One Hundred Fifty Four Thousand Five Hundred and no/100----- Dollars (U.S. \$ 154,500.00).

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 May 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 296 IN ELK RIDGE VILLA UNIT NUMBER 5, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER (1/4) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JANUARY 22, 1964, AS DOCUMENT NUMBER 2132412, IN COOK COUNTY, ILLINOIS.

Derek W/ 937044441

PIN 08-14-313-007

which has the address of

Illinois 60056

ILLINOIS Single Family-FNMA/FHLMC UNIFORM

Instrument INSTRUMENT Form 3014 9/90

VMP-6RIL (8602)01

1419 HICKORY

[Zip Code] ("Property Address");

MOUNT PROSPECT

[Street, City],

96353071



35.00  
35.00

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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 lien in a manner acceptable to Lender; (b) conveys to good faith the lien or debentures against enforcement of the lien in the instrument as the "Property".

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 that manner, Borrower shall pay them on a time directly which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay charges, taxes, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property.

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 charge, due under the Note; second, to amounts due under paragraph 2;

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 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 paid by applicable law, Lender shall account to Borrower twelve months' payments, at Lender's sole discretion.

If the excess Funds in accordance with the requirements of applicable law, if the Funds held by Lender is not sufficient to pay the Escrow items, unless applicable law permits otherwise, Lender shall make up the deficiency in no more than thirty days to pay Lender the amount necessary to make up the deficiency. Borrower shall agree to the case Borrower shall pay to Lender the amount necessary 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 pay the Escrow items, unless applicable law provides otherwise. Lender shall account to Borrower any interest or earnings on the Funds held by Lender in connection with this loan, unless applicable law permits otherwise. Lender shall account to Borrower any fees or charges. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow items, unless Lender pays Escrow and applicable law permits Lender to make such a charge. Escrow Lender, if Lender is such an entity, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding the Funds, usually analyzing the escrow account, or including Lender, if Lender is such an entity, with applicable law providing the amounts permitted to be paid by this Security Instrument.

The Funds shall be held in an association whose deposits are insured by a federal agency, instrumentality, or entity 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 a amount not to exceed the lesser amount. 1974 as amended from time to time, § 2 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds released mortgagor loan may 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 chartered savings institution to charge for insurance premiums. These items are called "Escrow items." These provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums, if any, and (c) any sums payable by Borrower to Lender, in accordance with ground rules which may affect the hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds"), so: (a) yearly taxes and fees levied on the day mortgagelayerments now or hereafter recorded on the property and late charges due under the Note, and (b) yearly insurance premiums, if any; (c) yearly insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with ground rules which may affect the Note, until the Note is paid in full, a sum ("Funds").

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 mortgagelayerments now or hereafter recorded on the property and late charges due under the Note, and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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.

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

THIS SECURITY INSTRUMENT combines uniform conventions covering real 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 peacefully the title to the Property is unencumbered, except for encumbrances of record, Borrower warrants that and conveys the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is unencumbered, except for encumbrances of record, Borrower warrants that and will defend peacefully the title to the Property is unencumbered, except for encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteances, 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".

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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 amounts 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 damage<sup>1</sup> 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.

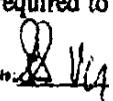
**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy 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 this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), 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 sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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 lapses or ceases to be in effect, Borrower shall pay the premiums required to

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

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 exceeded the permitted limits, then: (a) any such loan charge shall be reduced to 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 payment to Lender.

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

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Forbearance by Lender; Joint & Waiver. Extension of the time for payment of principal to one year plus successive renewals of up to five years, any application for principal shall not be extended or exercise of any right or remedy.

If the sum secured by this Security Instrument by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any other rights or remedies. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any other rights or remedies. If the sum secured by this Security Instrument by Lender in the event of any default made by the original Borrower's successors in interest, Borrower is liable to pay the principal amount of the note for payment modified amortization proceedings against any successor in interest of this Security Instrument or otherwise modified amortization proceedings to exercise its right to require payment of principal or otherwise modify amortization of the note to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to make any payment to Lender or to any successor in interest of Borrower shall not be required to make any payment to Lender or to any successor in interest of Borrower or Borrower's successors in interest.

10. 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

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

9. Inspection, Lender or its agent may make reasonable entries upon and inspectio

8. Condemnation or other taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument in the order of priorities set forth in paragraph 10.

7. Mortgagor's liability before the taking is equal to greater than the sum secured by this Security Instrument in the order of priorities set forth in paragraph 10.

6. Mortgagor's liability before the taking is less than the sum secured by this Security Instrument in the order of priorities set forth in paragraph 10.

5. Mortgagor's liability before the taking is less than the sum secured by this Security Instrument in the order of priorities set forth in paragraph 10.

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1. Mortgagor's liability before the taking is less than the sum secured by this Security Instrument in the order of priorities set forth in paragraph 10.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

Wherever or not the due date of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

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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.

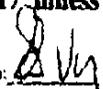
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns,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

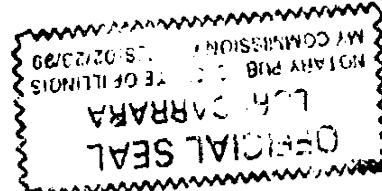
**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17, unless

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Given under my hand and official seal, this 4th day of April, 1996  
Signed and delivered the said instrument as THIRTY FIVE AND VOLUNTARY ACT, for the uses and purposes therein set forth.  
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY  
, personally known to me to be the same person(s) whose name(s)

REMARKED  
that GEORGE E. STEDMAN, DIVORCED NOT MARRIED and VANCE L. GASSMAN DIVORCED NOT  
, a Notary Public in and for said County and state do hereby certify  
Solely as:  
STATE OF ILLINOIS, (Signature) (Seal)

Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)  
Borrower  
(Seal)

Witnesses:  
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.

- Check applicable box (s) /  
24. Rider(s) 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  
 Graduated Payment Rider  
 Biweekly Payment Rider  
 Condominium Rider  
 Planned Unit Development Rider  
 Rate Impovement Rider  
 Second Home Rider  
 VA Rider  
 Balloon Rider

23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.  
Without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument  
21. including, but not limited to, reasonable attorney fees and costs of title evidence.  
secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial  
proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph  
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums  
non-extentce 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  
accrued 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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## ADJUSTABLE RATE RIDER (1 Year Treasury Index - Rate Caps)

Loan No. 0223128

THIS ADJUSTABLE RATE RIDER is made this 4th day of April, 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

R. J. FINANCIAL SERVICES, INC.  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1419 HICKORY, MOUNT PROSPECT, ILLINOIS 60056

[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 6.500 %. 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 May, 1999, 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) (2.750 %) 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 - ARM 5/2 - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

VMP-822B (9108) 02

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VMP MORTGAGE FORMS - (800)521-7291

Form 3911 3/85  
Initials: SAK



96353071

# UNOFFICIAL COPY

96353071

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

VALERIE L. GASSMAN

GEORGE L. STEEDMAN

-Borrower

(Seal)

Rate Rider.

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

To the extent permitted by 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 consent to the loan assumption. To the extent permissible under this Note and this Security instrument 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.

This Security instrument is assignable to Lender. To the extent permissible by law, Lender may assign this Security instrument to another assignee who is not a party to this Note or this Security instrument. This Security instrument is prohibited by law as set forth below:

(a) Borrower causes or contributes to the transfer of this Security instrument to another person who is not a party to this Note or this Security instrument, Lender may exercise this option if all sums received by the transferor are surrendered to Lender in full or if the date of this Security instrument is exercised by Lender if the transfer is prohibited by law as set forth below:

(b) Lender receives or contributes to the transfer of this Security instrument to another person who is not a party to this Note or this Security instrument, Lender may exercise this option if all sums received by the transferor are surrendered to Lender in full or if the date of this Security instrument is exercised by Lender if the transfer is prohibited by law as set forth below:

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 received by the transferor.

Uniform Government 17 of the Security instrument is amended to read as follows:

B. 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 regarding the notice.

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 after the Change Date until the amount of my monthly payment begins again.

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.500 %. The interest rate I am required to pay at the first Change Date will never be greater than 4.500 %. The single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for or less than 4.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%).

(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.