PINNFUND, USA

12770 HIGH BLUFF DRIVE, SUITE 140

SAN DIEGO, CALIFORNIA 92130

DEPT-01 RECORDING \$37.50 T00010 TRAN 8213 07/09/97 12:43:00 \*-97-494626 COOK COUNTY RECORDER

(Space Above This Line For Recording Data) DEPT-10 PENALTY

MORTGAGE

THIS MORTGAGE ("Socurity Instrument") is given on JUNE 13, 1997 The mortgager is JOHN J. DOYAL, A SINGLE MAN

("Borrower"). This Security Instrument is given

to PINNFUND, USA, A CALIFORNIA CORPORATION, CFL# 603-3917

which is organized and existing under the laws of CALIFORNIA and whose address is 12/72 HIGH BLUFF DRIVE, SUITE 140, SAN DIEGO, CALIFORNIA 92130

("Londer")

Borrower owes Lender the principal sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 37,500.00 ). This dobt is

evidenced by Berrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not poid earlier, due and payable on JULY 1, 2027 This Security Instrument secures to Londer: (a) to 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 C:00K County, Illinois:

PARCEL 1: THE WEST 15.0 FEET OF THE EAST 270.0 FEET OF THE SOUTH 73.33 FEET OF THE NORTH 214.33 FEET OF THAT PART OF LOTS 1,2,3,21 AND 22...AND MORE PARTICULARLY DESCRIBED IN THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. SOM CO

20-11-105-051

which has the address of 4810 SOUTH DREXEL BLVD., CHICAGO

[Stroot]

(City)

Illinois 60615 [Zip Code] ("Proporty Address");

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

TLLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT ICC20816.PCL-4-94

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"Proporty."

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

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

UNIFORM COVENANTS, Borrower and Londor covenant and agree as follows:

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

2. Funds for Taxos and Insurance. Subject to applicable law or to a written waiver by Londor, Berrower shall pay to Londor on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) vially taxos and assessments which may attain priority over this Socurity Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance promiums; (d) yearly flood insurance promiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) rey sums payable by Berrower to Lendor, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. Those items are called "Escrow Items." Lendor may, at any time, collect end hold Funds in an amount not to exceed the maximum amount a lendor for a federally related mortgage lean any require for Berrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as arranded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Farm's rots a lessor amount. If so, Londor may, at any time, collect and hold Funds in an amount not to exceed the legger amount. Londor may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrew Items or otherwise in accordance with applicable law.

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

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

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

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

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charges due under the Note.

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

Borrowor shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londor's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Berrower a notice identifying the lien. Berrower 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. Berrower shall keep the improvements new existing or hereafter orected on the Property insured against less by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Londer 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 Lendor's approval which shall not be unreasonably withheld, If Borrower fails to maintain coverage described above, Londer may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unloss Londor and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Londor'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 Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Lender may use the proceeds to repair or ustore 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 Londor 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 integraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Londor, Berrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the ecquisition shall pass to Londor to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Prosorvation, Maintenance and Protection of the Property; Borre week Loan Application; Loasoholds, 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 Borrowor's principal residence for at least one year after the date of occupancy, unless Londer otherwise agrees in writing, which consont shall not be unreasonably withhold, 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 ferfeiture action or proceeding, whether civil or criminal, is begun that in Londor's good faith judgment could result in ferfeiture of the Proporty or otherwise materially impair the lien created by this Security Instrument or Lendor's security interest. Berrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or preceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes ferfeiture of the Borrower's interest in the Property or other material impairment of the lion created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Derrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide

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Londer with any material information) in connection with the lean 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 Londer'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 I ander to Borrower requesting payment.

- 8. Mortgogo Insurance. If Londer required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the promiums 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 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 in, 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. Less 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 onds in accordance with any written excoment between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reason the entries upon 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 Lamages, 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 Londor.

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. It the event of a partial taking of the Property in which the fair market value of the Property immediately price 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 Londor to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days after the date the notice is given, Londor 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 not then

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duo:

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 Rolessed; Forbearance By Londor Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Londor to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londor 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 Soveral 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) agraes 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 it 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 own, 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 it 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 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 shells 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 New 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

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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. These conditions are that Borrower: (a) pays Londor 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 atterneys' fees; and (d) takes such action as Londor may reasonably require to assure that the lien of this Security Instrument, Londor'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, Horrower will be given written notice of the change in accordance with payagraph 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 requirer by applicable law.

20. Hazardous Evertuness. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Berrower 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 use and to maintenance of the Property.

Horrower shall promptly give Londor 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 texic or hazardous substances by Environmental Law and the following substances: gaseline, kerosone, other flammable or texic petroleum products, texic posticides and herbicides, veletile solvents, materials containing asbestes 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 Londor further coverant and agree as follows:

Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Roleaso. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.

23. Waiver of Homestead. Borrower relinquishes all right of power and waives all right of homestead

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#### **UNOFFICIAL COPY** and distributive share in and to the Property. Borrower waives all right of homestead exemption as to the

Property.
24. Riders to this Security Instrument. If one or more riders are executed by Berrower and recorde
together with this Security Instrument, the covenants and agreements of each rider shall be incorporated in
and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(

t were a part of this Security Instrument. [Check applicable box(os)] Condominium Rider 1-4 Family Ridor X Adjustable Rate Rider Planned Unit Development Rider Biwookly Payment Rider Craduated Payment Rider Balloon Ridor Rate Improvement Rider Second Home Rider Other(s) [specify] 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. Witnesses: (Lank) Borrower Horrower Social Socurity .... Social Socurity \_\_\_\_\_ <u>(80al)</u>  $\mathcal{S}_{a}$ nl) Borrower Bota wor Social Security Social Sacurity (Unnl) (Seul) Social Socurity Social Security 10012 County 88: STATE OF ILLINOIS, , a Notary Public in and for said county and state do heroby certify John J. Doyal, Asingle Man that , personally known to me to be the same person(r) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that hee signed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official soul, this 13th day of June

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My Commission Expires

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ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT ICC20822.PCI-4-94

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LOAN NO.

#### ADJUSTABLE RATE RIDER 9702-100218 (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 13th day of JUNE, 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 PINNFUND, USA, A CALIFORNIA CORPORATION, CFL# 603-3917 (the "Londer") of the same date and covering the property described in the Security Instrument and located at: 4810 SOUTH DREXEL BLVD., CHICAGO, ILLINOIS 60615

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 Londor further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

#### INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates
The interest rate I will pay may change on the first day of JULY, 1999
The interest rate I will pay may change on the first day of JULY, 1999 and on that day every sixth 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 average of the London interbank offered reces for six-month dollar deposits in the London market based on quotations at five major banks ("I.IBOR"), as set forth in the "Money Rates" section of the Wall Street Journal, Western Edition, on the last business day of the month. If the Money Rates section ceases to be published a becomes unavailable for any reason, then a comparable publication shall be selected by the Note Helder. The most recent Index figure available as of the date 45 days before each Charge 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

Calculation of Changos Bosoro each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND SEVEN/EIGHTHS---- percentage points (6.875 %) to the Current SIX AND SEVEN/EIGHTHS---- percentage points (6.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-citath of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date. The Initial Interest Rate set forth in Section 2 of this Note is not based on the Index used to make later adjustments, plus the Margin, but is established by the Lender based upon existing market conditions. Because the interest rate in effect during the term of my loan can never be lower than the Initial Interest Rate, at any time the sum of the Index plus the Margin does not exceed the Initial Interest Rate my new interest rate will equal the Initial Interest Rate and will not be based upon the Index plus the Margin.

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family RRP01000-1104-1701-1707 "are 1 of 2

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The Note Holder will then determine the amount of the menthly 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.740 % or less than 10.740 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE-----

percentage points (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.740% or less than 10.740%.

(c) Effective Date of Changes

is now interest rate will become effective on each Change Date. I will pay the amount of my new wonthly payment beginning on the first monthly payment date after the Change Date until the v nount of my monthly payment changes again.

(F) Notice of Changes

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 recaired by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Proporty or Abstractial Interest in Borrower. If all or any part of the Proporty 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 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 Adjustable Rate Ridor.

(Soal)

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Property or Coot County Clerk's Office