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Cook County Recorder

39.00

RECORD AND RETURN TO:

PREFERRED MORTGAGE ASSOCIATES, LTD.
3030 FINLEY ROAD, SUITE 104
DOWNERS GROVE, ILLINOIS 60515

PREPARED BY:

H.A. DAVIS
DOWNERS GROVE, IL 60515

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 30**, 1997
The mortgagor is **STEPHEN KING AND JULIE HARAN KING, HUSBAND & WIFE**

("Borrower").

This Security Instrument is given to
PREFERRED MORTGAGE ASSOCIATES, LTD.

which is organized and existing under the laws of
address is

THE STATE OF ILLINOIS

, and whose

3030 FINLEY ROAD, SUITE 104, DOWNERS GROVE, ILLINOIS 60515 ("Lender").

Borrower owes Lender the principal sum of **TWO HUNDRED SIXTY-ONE THOUSAND AND 00/100**

Dollars

(U.S. \$ **261,000.00**). 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 **NOVEMBER 1, 2027**. 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:

**LOTS 3 AND 4 IN A.C. LEWIS RESUBDIVISION OF LOTS 1 TO 5, INCLUSIVE,
IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 22 IN CANAL TRUSTEES'
SUBDIVISION IN THE WEST 1/2 OF SECTION 5, TOWNSHIP 33 NORTH, RANGE
14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

17-05-319-052

which has the address of

918-920 NOBLE AVE

(Street)

Illinois

60622-4111

(Zip Code)

("Property Address");

CHICAGO

(City)

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

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

ILLINOIS -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90 Amended 5/91

BOX 333-CTI

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Farm 3014 RV, 9/90
Form 3014 RV, 9/90
FIMM3014.2 - TB 1/96

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Sangha Family - Farline Mar/Fredda Maia UNIFORM INSTRUMENT

which shall not be unreasonable withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's Leader's request, The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. This insurance shall be maintained in the amounts and for the periods that Lender, for which Leader requires insurance. Insured agrees to pay the term "extended coverage", and any other hazards, including floods or insured against loss by fire, hazards included within the term "extended coverage", and any other hazards, including floods or insured against loss by fire, hazards included within the term "extended coverage". Borrowers shall keep the insurance or hazard or property insurance. Borrowers shall record the insurance or hazard or property recorded on the property.

5. Hazard or Property Insurance. Borrowers shall give notice of the giving of notice.

more of the actions set forth above within 10 days of the giving of notice. Security instrument, Lender may give Borrower a notice identifying the item. Borrower shall satisfy the item or take one or this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security instrument; or (c) secures from the holder of the item an agreement satisfactory to Lender subordinating the item to enforcement of the item; or (d) legal proceedings which in the Lender's opinion operate to prevent the by, or defrauds anyone excepted by the item in a manner acceptable to Lender; (b) connects in good faith the item with respect to the payment of the obligation secured by the item in a manner acceptable to Lender; (a) agrees to a power of attorney which Borrows shall promptly discharge any item which has priority over this Security instrument unless: (a) owner;

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

the person owed payment. Borrower shall promptly furnish to Lender all notices of summons to be paid under this paragraph. obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to another party over this Security instrument, and lessorhold payments or ground rents, if any. Borrower shall pay these may attain priority over this Security instrument, and lessorhold payments or ground rents, if any. Borrower shall distribute to the Property which

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fees and imposts, as attributable to the Property which due, to interest due; until, to principal due; and last, to any late charges due under the note.

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

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 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 held by Lender. It is agreed that the security held by Lender shall make up the deficiency in no more than

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than is not sufficient to pay the Escrow Items when due, Lender may notify Borrower in writing, and, in such case Borrower the excess Funds in accordance with the applicable law. If the amount of the Funds held by Lender at any time to the applicable law, Lender shall exceed the amounts held by Borrower for Borrower's sole account to Borrower for debt to the Funds held by Lender in excess of the amounts held by Lender to pay all sums secured by this Security instrument.

The Funds were made. The Funds are placed as additional security for all sums secured by this Security instrument. Borrower, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each without charge, in addition to pay the Escrow Items, unless applicable law provides otherwise. Unless an aggregate debt to Lender, may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree to pay a one-time charge for an independent law estate tax reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an aggregate such a charge. However, Lender may require Borrower to pay a one-time charge for an independent law estate tax reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an aggregate verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make items. Lender may do: (a) file a complaint for holding and applying the Funds, usually analyzing the escrow account, or Lender, if Lender is not an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrument, or entity (including

any estimate of the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Lender amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a related mortgage loan may require 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 provided loans or mortgages, in lieu of the payment of mortgagage insurance premiums. These items are called "Escrow Items."

provisions of paragraph 8, in lieu of the payment of mortgagage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the Escrow Items, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the Escrow Items, if any; (c) yearly hazard or property insurance premiums; (b) yearly lessorhold payments, if any; (a) yearly taxes and

on the day monthly payments are due under this Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and of and interest on the debt evidenced by the Note and any prepayment and late charges due under this Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal

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

THIS SECURITY INSTRUMENT covers all contiguous and non-contiguous instruments covering real property, which includes

various by jurisdiction to constitute a uniform instrument covering real property.

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option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in 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 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.



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Form 3014 Rev. 9/90

Page 4 of 8 Initials:

Shingle Family - Fannie Mae/Freddie Mac UNIFORM 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 of the notice for Borrower to cure the default.

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 of the notice for Borrower to cure the default.

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.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the Note is severable. Without the conflicting provisions, To the end of the provisions of this Security Instrument and the Note are declared to be applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with Lender's address (or if a beneficial interest in Borrower is sold or transferred and the Note is severed), Lender may exercise his right under this instrument to have been given in this paragraph.

14. Notices. Any notice to Borrower for in this Security Instrument shall be given by delivery in writing to the property address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower when given as provided in this paragraph.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and accommodation with respect to the terms of this Security Instrument, until or the Note withdraws the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-agreements. The covenants and agreements of this Security Instrument shall bind and benefit the successors, assigns of Lender and Borrower, subject to the provisions of paragraphs 17, 18, 19, 20, 21 and 22 of this Note.

11. Borrower Note Accelerated; Right of Postponement. Unless Lender and Borrower agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the non-accelerated payment of any right of remedy.

10. Covenants. The proceeds of any award of 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, market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower and Lender prior to the taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument before the taking is less than 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. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the covenants offered 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the covenants offered 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.

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were part of this Security Instrument. [Check applicable box(es)]

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V. A. Rider | <input type="checkbox"/> 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:

Stephen King
STEPHEN KING

(Seal)
-Borrower

Julie Haran King
JULIE HARAN KING

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

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED
do hereby certify that STEPHEN KING AND JULIE HARAN KING, HUSBAND & WIFE

, personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY
signed and delivered the said instrument as ARE free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30TH day of OCTOBER

My Commission expires:

Notary Public

ILLINOIS -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3014 9/90

FNMA3014.8 - TS 1/95

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Initials: JK

JR



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Initials:

Form 3014.9/90
ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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's fees and costs of title evidence.
- proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial action or before the date specified in the notice. Lender at its option, may require immediate payment. If the default is not cured in full of all sums non-existent or a default or any other defense of Borrower to acceleration and foreclosure. It, the creditor in the instrument Borrower of the right to remit after acceleration and the right to assert in the event of a proceeding by this Security Instrument, foreclose by judicial proceeding and sale of the Property. A creditor shall further fail to cure the default on or before the date specified in the notice is given to Borrower, by which time it must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which time it must be cured; and (d) failure to cure the default on or before the date specified in the notice is given to Borrower, by which time it must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action to cure the default; any covenant or agreement in this Security Instrument (but not prior to acceleration); and following Borrower's breach of 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree, as follows:

- As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos; gasoline, kerosene, oil, mineral products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos, 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.
- of which Borrower has actual knowledge. If Borrower knows, or is notified by any government authority of regulation authority, that removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take any necessary remedial actions in accordance with Environmental Law.
- governmental or regulatory agency of private party owning the Property and any Hazardous Substances under Environmental Law of which Borrower is in violation of any Environmental Law. The proceeding two sections shall not apply to the presence, use, or disposal of Hazardous Substances on or in the property. Borrower shall not cause the presence, use, disposal, storage, or release of any Hazardous Substances.
- Borrower shall promptly give Lender notice of any investigation, claim, demand, lawsuit or other action by any resident uses and to mitigate damage of the Property.
- Property that is in violation of any Environmental Law. The proceeding two sections shall not apply to normal storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal use and address of the new Land Service and the address to which payments should be made. The notice will also contain any given written notice to the same in accordance with Paragraph 14 above and applicable law. The notice will state the name more changes of the Land Service unrelated to a sale of the Note. If there is a change of the Land Service, Borrower will 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 sold
19. Sale of Notes; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold or more times without prior notice to Borrower. Those conditions are the same that the Lender may have the ability to resell the Note or a portion of the Note to another party under Paragraph 17, case of acceleration under Paragraph 17.
- by which they would be due under this Security Instrument and the Note as if no acceleration had occurred. However, this right to mitigate shall not apply in the event of a judgment enjoining this Security Instrument to any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not of any other covenable or agreements; (d) pays Lender's right to pay the sums secured by this Security Instrument, Lender's right to pay the sums secured to pay the amounts due under this Security Instrument to Lender may reasonably require to assure that the loan of this instrument shall continue undischarged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured by which they would be due under this Security Instrument and the Note as if no acceleration had occurred; (e) pays all expenses incurred in accelerating this Security Instrument to any power of sale contained in this Security Instrument, including, but not of any other covenable or agreements; (f) pays Lender all sums or (b) entitles of a judgment enjoining this Security Instrument. Those conditions are the same that the Lender may have the ability to resell the Note or a portion of the Note to another party under Paragraph 17.
18. Borrower's Right to Reinstat. If Borrower meets certain conditions, Borrower shall have the right to have enforcement remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 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

LOAN NO. A120197

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 30TH day of OCTOBER , 19 97, 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 PREFERRED MORTGAGE ASSOCIATES, LTD.

AN ILLINOIS CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

**918-920 NOBLE AVE
CHICAGO, IL 60622-4111**

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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Form 3170 S/90
1/81

MULTISTATE 1-4 FAMILY RIDER - Family Member/Marital Status Information Instrument
Page 2 of 2
Initials: *SL*

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

JOSEPH HANNA KING
STEPHEN KING
800-0000

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

I. CROSS-DEFALKT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

Lender, or Lender's agents or a judicially appointed receiver, shall notice required to enter upon, take control of or retain possession of the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of funds shall not cure or waive any default or invalidation of other right or remedy of Lender. This assignment of Rights of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

If the Rights of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting profits derived from the Property without showing as to the inadequacy of the Security.

If the Rights of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting profits derived by Lender for any such purpose shall be liable to account for only those Rights actually received; and

the Rights any funds expended by Lender for such purposes shall be liable to account for only those Rights received by Lender.

(v) Lender shall be entitled to have a receiver appointed to make possession of and manage the Property and collect the Rights and

(vi) Lender, or Lender's agents or a judicially appointed receiver shall be liable to account for only those Rights actually received; and

incur reasonable premiums, taxes, assessments and other charges on the Property, and when to the sums secured by the Security instrument;

Rents, including, but not limited to, attorney's fees, receiver's fees, premium on receiver's bonds, repair and maintenance costs,

by Lender or Lender's agents upon Lender's written demand to the tenant; (v) unless applicable law provides otherwise, all Rights collected or Lender's agents upon Lender's written demand to the tenant; (vi) unless applicable law provides otherwise, all Rights collected

all of the Rights of the Property; (vii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender

benefit of Lender only, to be applied to the sums secured by the Security Instrument; (viii) Lender shall be entitled to collect and receive

all Lender gives notice of breach to Borrower; (ix) all Rents received by Borrower shall be held by Borrower as trustee for the

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **30TH** day of **OCTOBER**, **19 97**, 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

PREFERRED MORTGAGE ASSOCIATES, LTD.

AN ILLINOIS CORPORATION

(the "Lender")

of the same date and covering the property described in the Security Instrument and located at:

**918-920 NOBLE AVE
CHICAGO, IL 60622-4111**

(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 **7.500 %**. 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 **NOVEMBER**, **20 00**, 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 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 **THREE AND ONE QUARTER** percentage points (**3.250 %**) 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.

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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **9.500 %** or less than **7.500 %**. Thereafter my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **13.500 %**. Nor lower than **7.5 %**.

(E) Effective Date of Changes

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

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MULTISTATE ADJUSTABLE RATE RIDER-ARM 6-2 - Single Family - Final Master Addendum Form 311 3/86

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Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

STEPHEN KING

STEPHEN KING

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

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 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 transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Covenant or agreement in this Security Instrument is acceptable to Lender.

Lender may charge a reasonable fee as if a new loan were being made to the transferee; and (b) Lender required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender required by Lender not exercise this option if: (a) Borrower causes to be submitted to Lender information regarding the instrument, However, this option shall not be exercised by Lender if exercised by federal law as of the date of this instrument; or if a beneficiary interest in Borrower is sold or transferred and Borrower is not a natural person) with Lender's 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

Uniform Covenant 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 change 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 also the title and telephone number of a person who will answer any question I may have regarding the notice.

(F) Notice of Changes