

BOX 291

97338045

Prepared by: NEW CENTURY MORTGAGE CORPORATION  
4916 BIRCH STREET, SUITE 100  
NEWPORT BEACH, CA 92660  
Loan Number: 0000019450

DEPT-01 RECORDING \$39.00  
T40001 TRAN 9146 05/14/97 10113406  
86948 RC #-97-338045  
COOK COUNTY RECORDER

MORTGAGE

39.00  
a

THIS MORTGAGE ("Security Instrument") is given on April 24, 1997. The mortgagor is STEVEN J. MORGAN AND TERRY A MORGAN, HUSBAND AND WIFE, AS JOINT TENANTS

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

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION  
which is organized and existing under the laws of CALIFORNIA, and whose  
address is 4916 BIRCH STREET, SUITE 100  
NEWPORT BEACH, CA 92660

One Hundred Five Thousand Six Hundred and No/100 ("Loan"). Borrower owes Lender the principal sum of  
\$185,800.00 (U.S. \$ 185,800.00).

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, 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

97338045

A.P.N.: 15-12-422-013-0000

which has the address of 207 ROCKFORD AVENUE, FOREST PARK, Illinois 60130 [Street, City], [Zip Code] ("Property Address");



of the actions set forth above within 10 days of the giving of notice.  
 Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or make  
 Society instrument. If Lender determines that any part of the Property is subject to a lien which may satisfy the lien or make  
 of the lien or (c) recover from the holder of the lien an agreement satisfactory to Lender subordinating the lien to  
 enforcement of the lien in legal proceedings which in the Lender's opinion appears to prevent the  
 by, or defends against enforcement of the lien in a manner acceptable to Lender; (b) consents in good faith to the lien  
 writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) agrees in  
 Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in  
 Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

which may remain priority over this Security Instrument, and thereafter payments or unpaid taxes, if any, Borrower shall pay from  
 obligations as the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay from an escrow account to the  
 prior over payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fees and liabilities attributable to the Property  
 that, to wit: taxes due, fourth, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied first to any prepayment charges due under the Note second to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2

Property, shall apply first to any funds held by Lender in the line of acquisition or sale as a credit against any sums secured by this  
 Society instrument.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any funds  
 held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to any acquisition or sale of the

monthly payments, at Lender's sole discretion.  
 to Lender the amount necessary to make up the deficiency. Borrower shall make up any deficiency in no more than twelve

the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is  
 not sufficient to pay the Borrower when due, Lender may so notify Borrower in writing, and in such case Borrower shall pay

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for  
 made. The funds are pledged as additional security for all sums secured by this Security Instrument.

annual accounting of the funds, showing credits and debits to the funds, and the purpose for which cash debits to the funds was  
 Lender may agree in writing, however, that interest shall be paid on the funds. Lender shall give to Borrower, without charge, an

regular interest to be paid. Lender shall not be required to pay to Borrower any interest or charges on the funds. Borrower and  
 Lender in connection with this lien, unless applicable law (or local ordinance) makes an agreement to make or applicable law

However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service and by  
 the Borrower, unless Lender pays Borrower back (a) the funds and applicable law permits Lender to make such a charge.

from. Lender may not charge Borrower for holding or applying the funds, annually analyzing the escrow account, or verifying  
 Lender, if Lender is such an institution) or (b) any Federal Home Loan Bank. Lender shall apply the funds to pay the amount

The funds shall be held in an institution which deposits are insured by a federal agency, instrumentally, or only (including  
 otherwise in accordance with applicable law.

estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future Borrower items or  
 amount. If so, Lender may, in writing, collect and hold funds in an amount not to exceed the lesser amount. Lender may

awarded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds with a later  
 mortgage has may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 an

Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally insured  
 provisions of paragraph 2, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the  
 or unpaid taxes on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and amounts which may remain priority over this Security Instrument as a lien on the Property; (b) yearly hazard payments  
 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the  
 UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

without by jurisdiction to constitute a uniform security instrument covering real property.  
 THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with local

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.  
 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
 All of the foregoing is referred to in this Security Instrument as the "Property."

franchise now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.  
 TOGETHER WITH all the improvements now or hereafter erected on the property, and all covenants, agreements, and

54083226

UNOFFICIAL COPY

LEGAL DESCRIPTION

THE NINETEEN THIRTY THREE (33) FEET OF LOT TWO (2) IN BLOCK TWENTY (20) IN THE SUBDIVISION OF PART OF THE RESERVATION FOR RAILROAD PURPOSES AS SHOWN ON THE PLAN OF THE RAILROAD ADJUTING TO TOWN OF WARREN, RECORDED IN BOOK ONE HUNDRED SIXTY (160) OF MAPS, PAGE FIVE (5) AND OF BLOCK TWENTY (20) OF THE SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWELVE (12), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED IN BOOK ONE HUNDRED SIXTY-ONE (161) OF MAPS PAGE EIGHTY-THREE (83), IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

9730808476

UNOFFICIAL COPY

Property of Cook County Clerk's Office

973325015



**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 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 extraordinary 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 foreclosure 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, incurring 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

HMNS

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 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.

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

13. Loan Changes. If the loan secured by this Security Instrument is subject to a law which requires loan changes, under any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent, Borrower's interest in the Property under the terms of this Security Instrument; (b) is not a party obligated to pay the same amount by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, further or amend any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Successors and Assigns Bound; Joint and Several Liability; Co-obligors. 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 co-obligors and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument does not execute the Note; (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not a party obligated to pay the same amount by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, further or amend any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower. Borrower's successors in interest, Lender shall not be required to commence proceedings against any successor in interest or release of any sums secured by this Security Instrument or any other accommodation of the sums secured by this Security Instrument by reason of any extension 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.

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

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

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

Property



# UNOFFICIAL COPY

000010000

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. These conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) 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 enforceable 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 invoice or a 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.

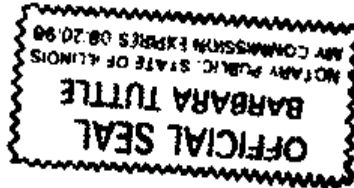
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 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 this evidence.

SAWM

# UNOFFICIAL COPY

Form 9014 9-88



My Commission Expires: 8/20/98

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 1992, I, the undersigned, a Notary Public in and for said county and state do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ (and wife) who appeared before me this day in person, and acknowledged the \_\_\_\_\_ (and wife) and voluntarily act, for the uses and purposes set forth herein.

STATE OF ILLINOIS

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

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

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

STEVEN L. MORGAN

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 boxes):
- Adjustable Rate Rider
  - Fixed Payment Rider
  - Variable Rate Rider
  - Condominium Rider
  - Planned Unit Development Rider
  - Home Improvement Rider
  - Other(s) (specify)
  - 1-4 Family Rider
  - Biweekly Payment Rider
  - Second Home Rider
  - Air Rider Addendum

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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

0000019400

54080276



ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of April 1997, 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

NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION

(as "Lender") of the same date and covering the property described in the Security Instrument and located at 207 SOCKFORD AVENUE FOREST PARK, ILLINOIS 60130

[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 8.8500 %. 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, 1997, and on that day every 6th month thereafter. Each date on which my interest rate can 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 interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and Three-Fourths (6.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (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 - LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Uniform Instrument SM WM



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

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

\_\_\_\_\_  
-Borrower  
(Seal) **MURRAY A. MORGAN**  
*Murray A. Morgan*

\_\_\_\_\_  
-Borrower  
(Seal) **STEVEN I. MORGAN**  
*Steven I. Morgan*

Name Holder

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable  
Instrument without further notice or demand on Borrower.

These terms prior to the expiration of this period. Lender may invoke any remedies provided by this Security  
agreement within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay  
acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or  
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of

under Lender releases Borrower in writing.

and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument  
acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note  
concern to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is  
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's

this Security Instrument is acceptable to Lender.

security will not be impaired by the loan assumption and a breach of any covenant or agreement in  
instrument as if a new loan were being made to the borrower; and (b) Lender reasonably determines that Lender's  
option is: (a) Borrower causes to be submitted under information required by Lender to evaluate the transferor's  
exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this

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

**II. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

notice

the given me and also the telephone number of a person who will answer my question I may have regarding the  
monthly payments and before the effective date of any change. The notice will include information required by law to

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my

(a) Notice of Changes

payments changes again.

payment beginning on the first monthly payment date after the Change Date until the amount of my monthly

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly

(b) Effective Date of Changes

months. My interest rate will never be greater than 15.9500%

(c) from the rate of interest I have been paying for the preceding

single Change Date by more than One and One-Half

5. Therefore, my interest rate will never be increased or decreased on any

The interest rate I am required to pay at the first Change Date will not be greater than 11.4500%

(d) Limits on Interest Rate Changes

me in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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

549338045

# UNOFFICIAL COPY

Loan Number 0000019480

## ADJUSTABLE RATE RIDER ADDENDUM (Libor Index - Rate Caps)

This Adjustable Rate Rider is made this 24th day of April 1997 and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to  
**NEW CENTURY MORTGAGE CORPORATION, A CALIFORNIA CORPORATION**  
(the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:

207 ROCKFORD AVENUE FOREST PARK, ILLINOIS 60130

(Property Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

In addition to the covenants and agreements made in the Note, Security Instrument, and Rider, Borrower and Lender further covenant and agree as follows:

### 4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 11.4500 % or less than 9.9500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and one-half percentage point(s) ( 1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.9500 % or less than 9.9500 %.

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

  
STEVEN L. MORGAN

  
WENDY A. MORGAN

97335015

UNOFFICIAL COPY

Property of Cook County Clerk's Office  
90339045