

# UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

MIDWEST FUNDING CORP.  
1020 31ST STREET  
SUITE 300  
DOWNERS GROVE, IL  
60515

97373844

DEPT-01 RECORDING \$35.00  
T16011 TRAN 7310 05/27/97 14:33:00  
44521 # KF \*-97-373844  
COOK COUNTY RECORDER

LODGED 5/27/97 10:39:56 AM

BOX 392

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 21, 1997  
SCOTT D. FREEDMAN AND AMELIA D. FREEDMAN, HIS WIFE

The mortgagor is

("Borrower").

, and whose  
("Lender").

This Security Instrument is given to MIDWEST FUNDING CORPORATION  
AN ILLINOIS CORPORATION

which is organized and existing under the laws of ILLINOIS  
address is 1020 31ST STREET, SUITE 300, DOWNERS GROVE, IL 60515

Borrower owes Lender the principal sum of One Hundred Sixteen Thousand Eight Hundred Fifty  
Dollars and no/100

Dollars (U.S. \$ 116,850.00)

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 June 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:

LOT 35 IN BLOCK 4 IN FIRST ADDITION TO ROOSEVELT PARK, A SUBDIVISION  
OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP  
36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

ATTORNEY'S NATIONAL TITLE NETWORK  
THREE FIRST NATIONAL PLAZA  
SUITE 1000  
CHICAGO, IL 60601

Tax I.D. #: 18-03-128-006  
which has the address of 4215 MAPLE AVENUE  
(Street)

, BROOKFIELD  
(City)

Illinois 60513  
(Zip Code) (Property 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 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-FHMLA/FHLMC UNIFORM INSTRUMENT  
ISC/CMDTIL/0491/3014(9-90)-L

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FORM 3014  
9/90

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30148/90

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18C/CMDT/L/001/30148/90(1)-L

NOTES—SINGLE FAMILY-FINANCIAL INSTRUMENT  
FORM

any other hazards, including floods or flooding, for which lender requires insurance. This insurance shall be placed on the Property by the Lender within 10 days of the closing of note.

2. Hazard or Property Insurance. Borrower shall keep the instrument safe from damage or loss of the account set forth above within the term. Standard conditions, and more of the account of the closing of note.

Instrument, Lender may seize any part of the Property to subject to a lien which may attach upon the instrument or the Security over the Security.

3. Payment of Taxes and Assessments. Borrower shall pay taxes and assessments within an acceptable period of time to prevent the accumulation of the same, or (c) secures from the Lender in the Lender's option to prevent the accumulation of the same, and (d) provides to the Lender:

(a) agrees in writing to the payment of the obligation secured by the Lender in a manner acceptable to Borrower; (b) agrees in writing to the payment of the Security instrument unless Borrower shall promptly discharge any debt owing over the Security.

4. Security. Borrower shall promptly furnish to Lender receipts evidencing the payments of taxes and assessments of amounts to be paid under the paragraph above.

5. Payment of Taxes and Assessments. Borrower shall pay taxes and assessments in the manner, if any, Borrower shall pay these obligations in the manner provided in Paragraph 2, or it can paid in the manner, if any, Borrower shall pay the Security instrument, and Lender shall demand to the Property which may affect all taxes, assessments, charges, fees and imposts, and distribute the charges due under the Note.

6. Changes: Lender, Borrower shall pay all taxes, assessments, charges, fees and imposts, and distribute amounts payable under Paragraph 2; third, to interest due; fourth, to principal due; and fifth, to any late user's paragraph 1 and 2 shall be applied; first, to any prepayment charge due under the Note; second, to user's paragraph 3, application of Property taxes, unless applicable law provides otherwise, the amounts received by Lender or the Note as a credit against the sum secured by the Security instrument.

Borrower any Funds held by Lender, if, under Paragraph 2, Lender shall do justice or sell the Property, Lender, upon payment in full of all sums secured by the Security instrument, Lender shall

make up the deficiency. Borrower shall make up the deficiency in a more than timely manner, if any, so nearly Borrower in writing, and, in such case Borrower shall pay the Escrow funds when due, Lender amount of the Funds held by Lender at any time in not sufficient to pay the Funds held by Lender when due, Lender

accrued to Borrower for the excess Funds in accordance with the requirements of applicable law. If the Funds held by Lender exceed the amount to be held by applicable law, Lender shall

accrue by law sums secured by the Security instrument, and the Funds are degraded as additional Funds and the purpose for which each debt to the Funds was made. The Funds are degraded as additional Funds given to Borrower, without charge, at any rate, according to the Funds, showing credits and debts to the Funds Borrower and Lender may agree to write, however, that interest shall be paid on the Funds, Lender loan requires interest to be paid, Lender shall not be required to pay the Funds held by Lender when due, Lender

concerning which the loan, unless otherwise agreed, is law provides otherwise. Unless in agreement is made of specific terms to pay a one-time charge, at any rate, an independent real estate tax reporting entity used by Lender in

Funds, similarly specifying the law account, or varying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

Funds to pay the Funds to pay the escrow items, unless Lender shall be held by Lender in

The Funds shall be held in an institution whose deposits are insured by a federal agency, automatically, according to applicable law.

2. Funds due and reasonable estimates of expenses of future Escrow funds on the basis of current law and reasonable estimates of expenses of future Escrow funds due on the Funds in an amount not to exceed the lesser amount held by Lender may estimate the amount of Funds due on the Funds held by Lender, a sum to 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RESPA), unless

under law, a sum paid by Lender to Borrower's Escrow account under the Federal Real Estate Paraphraph 8, in lieu of the payment of mortgage instruments, these items are called "Escrow items".

3. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay to Lender on the day monthly payments on the Note, until the Note is paid in full, a sum charges due under the Note.

4. Payment of Taxes and Assessments. Subject to applicable law or to the Note and any prepayment by Lender due to the purchase of and intend on the debt evidenced by the Note and any prepayment by

5. Payment of Property. (a) Yearly leasehold payments of ground rents on the Property, if any; (b) yearly hazard or (Funds) for: (a) yearly taxes and assessments which may affect the Security instrument as a sum

which kind variations by jurisdiction to constitute a uniform convention for national use and non-uniform conventions with kind variations by jurisdiction to constitute a uniform convention for national use and non-uniform conventions

THIS SECURITY INSTRUMENT combines uniform conventions for national use and non-uniform conventions

LOAN NO. 882891

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LOAN NO. 9928961

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 (or 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 attorney's 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

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15C/OMD/T/001/301(49-00)-L

Form 301a 8/86

LIEN-SECURITY-INSTRUMENT-FORMA/FINANCIAL INSTRUMENT  
of the instrument in which the Property is located. In the event that any provision of clause of this Security  
is, Government Law; Securitization. The Security instrument shall be governed by Federal law and the law  
been given to Borrower or Lender when given by the Security instrument shall be governed by Federal law and the law  
debtors by notice to Borrower. Any notice provided for in the Security instrument shall be deemed to have  
Lender shall be given by first class mail to Lender's address stated herein or any other address Lender  
directed to the Property Address or by any other address Borrower designates by notice to Lender. Any notice to  
or by mailing it by first class mail unless applicable law requires otherwise. The notice shall be given by delivery  
1a. Notice. Any notice to Borrower provided for in the Security instrument shall be given by delivery a  
change under the Note.

1b. Loan Charge. If the loan secured by the Security instrument is subject to a law which provides  
a refund measure principal, the reduction will be treated as a partial prepayment without any prepayment  
make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Lender may choose to  
achieved from Borrower which exceeded limits will be refunded to Borrower, and (d) any sums already  
reduced by the amount necessary to reduce the charge to the permitted limit; and (e) any such loan charges shall be  
collected in connection with the loan exceed the permitted limit, then: (a) any such loan charges shall be  
loan charges, and that law is fully implemented so that the interest or other loan charges collected up to be  
any accommodation with regard to the terms of this Security instrument or the Note will not affect Borrower's  
instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, renew or make  
terms of the Security instrument; (d) is not personally obliged to pay the sums due; and (e) is co-signing  
the Security instrument only to mortgage, grant and convey that Borrower's note in the Property under the  
same. Any Borrower who co-signs the Security instrument but does not execute the Note; (a) is co-signing  
Borrower, subject to the provisions of paragraph 17; Borrower's consent is required if agreements shall be joint and  
agreements of the Security instrument shall bind and benefit the successors and assigns of Lender and  
successors and assigns found; joint and several liability; Co-signers. The co-signers and  
successors of any right or remedy.

12. Succession and Assignment. Joint and Several Liability; Co-signers. The co-signers and  
successors to second line for payment or otherwise may automatically or by the Lender's succession in  
Security instrument by reason of any demand made by the Lender or Borrower's succession in  
successors in interest. Lender shall not be required to consent to common proceedings against any successor in  
succession of Borrower shall not operate to release the liability of the original Borrower or Borrower's  
succession of amortization of the sum secured by this Security instrument granted by Lender to any  
11. Borrower has passed; Mortgagor's; and/or Mortgagor's Note is valid. Extension of the time for payment  
amount of such payments.

Lender and Borrower acknowledge that due date of the monthly payments referred to in paragraphs 1 and 2 or change the  
due. Lender and Borrower acknowledge that due date of the monthly payments referred to in paragraphs 1 and 2 or change the  
due.

13. Payment of the Property before the sum secured by this Security instrument, whether or not then  
due, to make an award of costs and damages, Borrower fails to respond to Lender within 30 days after  
it the Property is sold, or if, after notice by Lender to Borrower that the condominium  
not the same as then due.

14. Payment of the Property before the sum secured by this Security instrument, whether or  
otherwise provided, the proceeds shall be applied to the sum secured by this Security instrument unless  
immediately back to the Lender, unless Borrower and Lender otherwise agree in writing or unless applicable law  
mandates otherwise. Any late fee shall be paid to Borrower. In the event of a partial taking of the Property in which the late  
immediately, unless the property divided by (a) the fair market value of the Property immediately before the late  
taking, Any late fee shall be paid to Borrower. In the event of a partial taking of the Property in which the late  
immediately, unless the property divided by (a) the fair market value of the Security instrument reduced  
by the amount of the proceeds awarded by the court, the sum secured by this Security instrument shall be reduced  
Borrower and Lender otherwise agrees in writing, the sum secured by this Security instrument before the taking. Unless  
greater than the amount of the monthly payments awarded by the court, the taking; or equal to or  
of the Property in which the fair market value of the Property immediately before the taking; or equal to or  
Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking  
in the event of a total taking of the Property, the proceeds shall be applied to the sum secured by the  
condemnation, are hereby assigned and shall be paid to Lender.

15. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in  
respect, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the  
loss, damage or its agent may make reasonable arrangements upon and inspection of the Property.  
and in accordance with any written agreement between Borrower and Lender or stipulations of the Property.  
mortgage holder agrees in effect, or to provide a loss reserve, until the requirements for mortgage  
mortgage holder again becomes available and is obtained. Borrower shall pay the premium required to  
mortgage instrument covering (in the amount and for the periods that Lender requires) provided by an insurer  
LOAN NO. 9828961  
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LOAN NO. 9928961

Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times, without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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FORM 30148/90

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REC/CNTR/041/30148/90-L

YANG Park  
MOWNEST FOUNDING CORPORATION  
1020 31ST STREET, SUITE 300  
NAPERVILLE, ILLINOIS 60545  
No. 1 Public, State of Illinois  
Atty. Commission Exp. 12/09/2000  
DOMINERS GROUP, ILLINOIS 60545  
1020 31ST STREET, SUITE 300  
MOWNEST FOUNDING CORPORATION  
YANG Park  
This instrument was prepared by:

Notary Public

My Commission expires: 12/04/00

Given under my hand and official seal, this 21st day of May, 1990.

I, personally known to me to be the same person(s) whose name(s) is subscribed to this foregoing instrument,  
appended before me this day in person, and acknowledged that they signed and delivered the said

certify that SCOTT D. FREEDMAN and AMELIA D. FREEDMAN, HIS WIFE  
1. *Amelia D. Freedman*, a Notary Public in and for all counties and states do hereby

CDR C. County as:

STATE OF ILLINOIS,

[Space Below This Line For Acknowledgment]

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

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

SCOTT D. FREEDMAN \_\_\_\_\_  
(Seal) *Scott D. Freedman*

SCOTT D. FREEDMAN \_\_\_\_\_  
(Seal) *Scott D. Freedman*

3. BY SIGNING BELOW Borrower accepts and agrees to the terms and conditions contained in this Security  
Instrument and in any note(s) executed by Borrower and recorded with it.  
 Adjointe-A-Ride Rider  
 Grandparent Rider  
 Condominium Rider  
 1-4 Family Rider  
 Bloodline Rider  
 Grandparent Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Second Home Rider  
 Other(s) (specify) \_\_\_\_\_

4. Riders to the Security Instrument, the coveralls and agreements of which such rider shall be incorporated  
into and shall amend and supplement the coveralls of this Security instrument as if the  
rider(s) were a part of this Security instrument. (Check applicable box(es))  
together with this Security instrument, the coveralls and agreements of which such rider shall be incorporated  
into and shall amend and supplement the coveralls of this Security instrument as if the  
rider(s) were a part of this Security instrument. (Check applicable box(es))

5. Riders to the Security instrument, the right of homestead exemption in the property.  
22. Waiver of Homestead. Borrower waives all rights of homestead exemption in the property.

Security instrument without charge to Borrower. Borrower shall pay any recordation costs.  
22. Release. Upon payment of all sums secured by the Security instrument, Lender shall release the  
security, fees and costs of this instrument.  
any proceeds the Security instrument by judicial proceeding. Lender shall be entitled to collect all  
amounts incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to,  
amounts paid in full of all sums secured by the Security instrument without further demand and

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LOAN NO. 9928961

## ADJUSTABLE RATE RIDER

( 1 Year Treasury Index-Rate Caps )

THIS ADJUSTABLE RATE RIDER is made this 21st day of May , 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 MIDWEST FUNDING CORPORATION, AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
4215 MAPLE AVENUE,BROOKFIELD ,IL 60513  
[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 7.7500 %. 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 June , 2002 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and Three / Quarters percentage points ( 2.7500 %) 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.

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 12.7500 % or less than 2.7500 %. 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 12 months. My interest rate will never be greater than 12.7500 %.

#### (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.

#### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable 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.

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Form 3111 3/85  
MULTISTATE ADJUSTABLE RATE MORTGAGE FORM  
MORTGAGE AGREEMENT - ARM 6-2-SINGLE FAMILY

*Proprietary  
of Cook County Clerk*

AMELIA D. FREEDMAN  
-Borrower  
(Seal) *Amelia Freedman*

SCOTT J. FREEDMAN  
-Borrower  
(Seal) *Scott J. Freedman*

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

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

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

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 borrower to sign an assumption agreement that is acceptable to Lender and that obligates the borrower to keep all the promises and agreements made in the Note and in this Addendum. Lender may also require the borrower to pay the fees and costs associated with the Note and the Addendum under this Addendum. Borrower will continue to be obligated under this Note and the Addendum unless Lender and Borrower otherwise agree in writing.

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 borrower to pay the fees and costs associated with the Note and the Addendum unless Lender and Borrower otherwise agree in writing.

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LOAN NO. 9028861