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| Cook | County Recorder | 41.50

COOK COUNTY RECORDER JESSE WHITE BRIDGEVIEW OFFICE

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#### MORTGAGE

THIS MORTGAGE ("Security 1998 The mortgager is <u>GPRY</u>	Instrument") is given on _	April 15	
19 98 . The mortgagor is GPRY	E. ROVAK AND WIFE,	RENE ANN ROVAK	UPBAN
FEDERAL SAVINGS A FEDERAL	CAVINGS BANK	curity Instrument is given to SUE which is org	anized and existing
under the Laws of the United Sta	Les of America	, and whose address is _154TH.	TA
BROADWAY, HARVEY, ILLINGIS	60426	rottorem sam am (180	("Leader").
Borrower owes Lender the principal st	m of 32/33 SEVEN TO	)0). This debt is evidenced	hy Rommer's acte
dated the same date as this Security Institute and earlier, due and ravable on May	strument ("Note"), which pr	ovides for monthly payments, with	the full debt, if not Security Instrument
secures to Lender: (a) the repayment of modifications of the Note; (b) the payment	d the debt evidences by the ant of all other sums, with im	Note, with interest, and all renew terest advanced under paragraph 7 to	rais, extensions and protect the accurity
of this Security Instrument; and (c) the s	erformance of Borrower's c	CVENIANTS and agreements under this	Security instrument
and the Note. For this purpose, Borrowe	r does hereby mortgage, gr.	nt and convey to Lender the tollows	M describes broker-
ty located in COOR UNIT 8-7 IN SHIBUI SOUTH CO	ADDOMENTARY AS DELTA	FATER ON A SURVEY ATTACH	County, Minois:
"A" TO DECLARATION OF CONDU	MINIM OUNFRSHIP AS	ND OF CASPMENTS RESTRICT	TIONS. CON-
VENANT AND BY-LAWS FOR SHIP	UI SOUTH CONDOMINIL	M. MADE BY AMERICAN NATI	IONAL BANK AND
TRUST COMPANY OF CHICAGO, A	s trustee under tri	IST ACREEMENT DATED JANUA	IRY 1, 1984,
AND KNOWN AS TRUST NUMBER (	1991. RECORDED MAR(	CH 5, 1993 AL DOCUMENT 93	3168943. AS
AMENDED FROM TIME TO TIME.	IN THE WEST 3/4 OF	THE WEST 1/2 CF THE SOUT	THEAST 1/4 OF
THE SOUTHEAST 1/4 OF SECTION	in 17. Township 36 :	NORTH, RANGE 13, FLOT OF	THE THIRD
PRINCIPAL MERIDIAN, IN COOR	COUNTY. ILLINOIS.	TOGETHER WITH ITS O'DIVI	lded percentage
INTEREST IN THE COMMON ELE	ients, as anended fi	ROM TIME TO TIME, ALL IN	COOK COUNTY,
ILLINOIS.	200 S.BRE 11837 #7	OAK FOREST	(),
which has the address of 15723 PEC	[Street]		City
Illinois 60452	(OUTE) ("Demosty & Merce")	P.I.N. 28-17-416-009-10	
[Zip Code]	( 1 robert maness ).	A RANGE OF THE VEF PT	9

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appuriculances, 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 seised 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.

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

ELINOIS - Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT LOAN #: Page 1 of 6

Form 3014 550

DCIL511C

FIRST DATA SYSTEMS, INC.

(615) 361-8404

# UNOFFICIAL COPY 1450 Rape 2 of 11

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

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due
the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower skall pay to 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly feasehold payments or ground rents on the Property, 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 provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement, Percedures Act of 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 lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the Jesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

Instrument

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

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 21, Lender shall acquire or sell the I toperty, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums

secured by this Security Instrument.

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

paragraph 2; third, to interest due: fourth, to principal due; and last, to any late charges the under the Note.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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LOAN #:

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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 clame. 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 due 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 proof 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, Preservative 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 Institution 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 consens shall not be unreasonably withheld, or unless extenuating virounstances 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, what to civil or criminal, is begun that in Lender's good faith judgement 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 rejustate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good taith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lich created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the to a application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with an material information) in connection with the loss evidenced by the Note, including, but not limited to, representations corderning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrowe, snall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title (nall not merge unless Lender agrees to the moreor in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to parform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affer 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 1919 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 Borrow at recurred by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be a 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 tapses 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-twellth 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

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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.

18. Condemnation. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandood by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim to 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 for rument, whether or not then due.

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

- 11. Borrower Not Released; Forberrance 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Linkship; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument, the Note without that Borrower's consent.
- 13. Loss Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount occasion to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the New or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for 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.
- 15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

LOAN #:

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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 omns which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures 2019 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 first 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 I can Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more thous without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collect; 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 (405) 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. (b) 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 accessary. Borrower shall promptly take all necessary remedial actions in accordance with Subronmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances delived as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or soxic 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 when 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 in Noring Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration un(exparagraph 17 unless applicable law provided otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 36 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 same 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 same 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 remodies provided in this paragraph 21, including, but not limited to, costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Borrower shall pay any recordation cost.

23. Waiver of Homestend. Borrower waives all rights of homestead exemption in the Property.

- By

LOAN #:

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# UNOFFICIAL COPY Page & of 15

with this occurry instrument, the coverage	used. If one or more riders are executed by its and agreements of each such rider shall be in its of this Security Instrument as if the rider(s) were	announced the same of the Marine
[Check applicable box(es)]	The amount in the annual and the little (2) and	capari or this Scounty Individual.
Adjustable Rate Rider	Condominium Rider	14 Family Rider
☐ Graduated Paymern Rider	Planned Unit Development Rider	BiweeklyPaymentRider
☐ Balloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]		
BY SIGNING BELOW, BOTTOWER	accepts and agrees to the terms and covenants opt	Exined in this Security Luctument
and many street (s) excented by ROM/MCL	and recorded with it.	
Witnesses:	h A	<i>[</i>
<del></del>		(Scal)
	CARY E. ROVAK	-Borrower
96	Social Security Number 39	7-57-7476
	- June lows	(Scal)
	RENE ANNROVAK	-Borrower
<i></i>	Social Security Number 319	-74-7509
	or a Batter This Line For Actmentedgement	
STATE OF ILLINOIS. Cook Count	y si:	
7. His underson . C.	a notary public, in and i	_
State aforesaid, Do Hereby Ce	rtify That PARY E. ROVAK AND WI	for the county and
barsonarry known to me to be	the same person whose names are	subscribed to the
toregoing instrument, appeare	d before me this day in person a	and acknowledged that
cutely ardued, seated, and dell	Vered the said in trument so the	ir from and unimpasse
of the right of homestead.	therein set forth, including th	ne release and waiver
	9	
Given under my hand and Not	arial Seal this 15th day o' Arri	1. A.D. 1998
		), .
	Same L.	Vince
	Notary Public	1,0
	garanan	V/x.
	OFFIC	AL SEAL S
	11884 LL 3	
Man TO	NY COMMISSI	C. STATE OF ILLINOIS IN EXPIRES 9/2/2001
CO III	Constant of the second	- Varines 4/2/2001
Tell S		
•		

THIS INSTRUMENT PREPARED BY:
MARY BARKER, RECORD & RETURN TO:
SUBURBAN PEDERAL SAVINGS, AFSB
154TH., AT BROADWAY
HARVEY, ILLINOIS 60426

LOAN #:

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Form 3014 9/90

Property of Cook County Clerk's Office

·)

(Space Above This Line For Recording Data)

#### FIXED/ADJUSTABLE RATE RIDER

(I Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE NATE RIDER is made this 15th day of April 1998 and is incorporated into and shall be described 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 Fixed/Adjustable Male Note (the "Note") to SUBURBAN FEDER A SAVINGS. A FEDERAL SAVINGS BANK
(the "Lender") of the same date and covering the property described in
the Security Instrument and located at:
15723 PEGGY LANE UNIT \$7. OAK FOREST, ILLINOIS 60452
If mostly Address)

THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE PUTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CANCHANGE 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. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

#### (B) The ladex

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "index" is the veilily 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Loan #:

MATETALE FIXED/ADAUSTABLE R	ATE MOER - 1YR TREASURY MOEX - Single Family - Famile Me	o Uniform Instrument Form 3182 5/8
Index)	ATE RIDER - 1YR TREASURY MIDEX - Single Family - Famile Me Page 1 of 3 FIRST DATA SYSTEMS, NO	1415-351-8404

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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 invrest Rate Changes

#### (E) Effective Date of Charge

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 7 notice of any change in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given me and also the telephone number of a person who will answer any question I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFIC AL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Seneficial 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 in ay, all its option, require immediate payment in full of all sums secured by this Security Instrument. However, this uption 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 accuse alion. The notice shall provide

If Lender exercises this option, Lender shall give Borrower notice of accuse aion. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed will un 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 a demand on Borrower.

2. WHEN BORROWER'S INITIAL FIXED INTEREST RATE CHANGES TO AN AUGUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION BI ABOVE SHALL THEN CEASE TO BE IN ESPECT, AND THE PROVISIONS OF UNIFORM COVENANT 17 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Barrower. 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferree as if a new loan were being made to the transferree; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of my covenant or agreement in this Security Instrument is acceptable to Lender.

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 also may require the transferre to sign an assumption agreement that is acceptable to Lender and that obligates the transferre 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.

Loan #:

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	[Space Above This Line For Recording Data]
	If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument, with not further notice or demand on Borrower.
B1	Y SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable
Rate Ri	Seal.
	GARY E ROVAR -Borrower (Scal)
	FENEE A. ROVAK
	PENEE A. ROVAK

at the fact of the a fitting

#### **CONDOMINIUM RIDER**

7	HIS CONDOMINATION RIDER is made this_	15th	day of	April	, 19	98
20đ is ir	corporated into and shall be deemed to ame	end and suppl	ement the Mor	igage, Deed of Ti	rust or Security De	ed (the
Security SUBURE	Instrument") of the same date given by the a	indersigned (USAVINGS BA	he "Borrower") NK	to secure Borrowo	x's Note to	
						coder")
of the sa	ne date and covering the Property described in	_				
	15723 PEGGY LIANE TO			ILLINOIS 604	152	
The Pro	perty includes a unit in, together with an o	Property A		amon elements of	nninima a r	maiaa
known 2	SOUTH, CONDOMINIUM	0/	iinium Project)		. a conjournment	projour
"Owners	ndominium Project"). If the owners asso Association ") holds title to property for the 's interest in the Owners Association and the	benefit or w.	of its member	s or starcholders.	the Property also is	
and Lene	ONDOMINIUM COVENANTS. In addition ( er further covenant and agree as follows:					
	<ul> <li>Condominium Obligations. Bossower of Constituent Documents. The "Constituent</li> </ul>					
creates t	e Condominium Project; (ii) by-laws; (iii) c	ode of regular	tions; and (iv)	dic quivalent d		
	pay, when due, all dues and assessments imp				and all impressions on	i
	Hazard Insurance. So long as the Owne or "blanket" policy on the Condominium					
	in the amounts, for the periods, and against					
	extended coverage," then:				J <sub>X</sub>	
	<ul> <li>(i) Lender waives the provision in Uniforms for hazard insurance on the Property; and</li> </ul>		2 for the month	ly payment to Len	der of the yearty p	rcains
	(ii) Borrower's obligation under Unifor		5 to maintain l	hazard insurance	coverage on the P	roperty
is deeme	f satisfied to the extent that the required cover	rage is morvide	of by the Owner	s Association mili	rv.	

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CLSS1 FIRST DATA SYSTEMS, INC 1415-911-9484

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written

consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for ahandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain:

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:

(iii) tenerilation of professional management and assumption of self-management of the Owners Association;

Œ

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by

the Owners Association unaccomplete to Lender.

F. Remedies. If Borrower ones not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lander 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions/contained in this Condominium

Rider.

(Scal) Bostower

(Scal) -Borrower

ClortsOppico

Loan #: