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Cook County Recorder 2910

COOK COUNTY
RECORDER
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MORTGAGE

0980420709

THIS MORTGAGE ("Security Instrument") is given on JUNE 29TH, 1998
WLODEK JEDRYKIEWICZ AND GRACE JEDRYKIEWICZ, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MID AMERICA BANK, FSB.

which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is 1823 CENTRE POINT CIRCLE P. O. BOX 3142, NAPERVILLE, IL 60566-7142 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED NINETY SIX THOUSAND AND NO/100

Dollars (U.S. \$ 196,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JULY 1, 2028 . 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 27 IN BLOCK 3 IN GLENVIEW TERRACE SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1958 AS DOCUMENT 17368598, IN COOK COUNTY, ILLINOIS.

P.T.N.#: 09114060150000

which has the address of 126 N MICHAEL MANOR , GLENVIEW
[Street] [City]
Illinois 60025
[Zip Code] ("Property Address");

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1234567890

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, 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 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; (b) yearly leasehold 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 B, in lieu of the payment of mortgage premiums. These items, i.e. called "Escrow Items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum sum allowed under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, for Borrowers in default of paying the escrow account, or verifying the Escrow items, unless Lender may require Borrower to pay a one-time charge for an escrow account, or interest on the escrow items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing to pay the escrow items, Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds including Lender, if Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

2. Funds shall be held in an institution which may not charge Borrower for holding and applying the escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

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

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of title to 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.

If the Funds held by Lender exceeded the amounts permitted to be held by applicable law, Lender shall account to Borrower for 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 Escrow items when due, Lender may be fully 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.

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

Items of otherwise in accordance with applicable law.

2. Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall 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.

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

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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to 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; (b) yearly leasehold 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 B, in lieu of the payment of mortgage premiums. These items, i.e. called "Escrow Items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum sum allowed under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, for Borrowers in default of paying the escrow account, or verifying the escrow items, unless Lender may not charge Borrower for holding and applying the escrow items, or interest on the escrow items, unless Lender may not charge Borrower for holding and applying the escrow items, or otherwise in accordance with applicable law.

2. Funds shall be held in an institution which may not charge Borrower for holding and applying the escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances, 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 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; (b) yearly leasehold 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 B, in lieu of the payment of mortgage premiums. These items, i.e. called "Escrow Items", Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum sum allowed under federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, for Borrowers in default of paying the escrow account, or verifying the escrow items, unless Lender may not charge Borrower for holding and applying the escrow items, or interest on the escrow items, unless Lender may not charge Borrower for holding and applying the escrow items, or otherwise in accordance with applicable law.

2. Funds shall be held in an institution which may not charge Borrower for holding and applying the escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity otherwise in accordance with applicable law.

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

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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 household payments or ground rents, if any. Borrower shall pay those 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 amounts to be paid under this paragraph. If Borrower makes those 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) contests 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 the 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风灾 or flooding, for which the 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 damages to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith 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 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,

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Interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in modicication of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 11. Borrower Not Released: Forbearance By Lender Not A Waiver. Extension of principal shall not extend payment.

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

the Property or to the sums secured by this Security Instrument, whether or not then due.
Notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by the Lender hereby assigned and shall be paid to the Lender.

With any condemnation or other taking of any part of the Property or for convenience in lieu of condemnation, agree

10. Condemnation. The proceeds of any award or claim or damages, direct or consequential, in connection shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

applicable law.
Required for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or shall pay the premiums required to maintain coverage insurance in effect, or to provide a loss reserve, until the Lender requires) provided by an insurer approved by Lender again becomes available and is obtained, Borrower longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no premium being paid by Borrower when the insurance coverage passed or ceased to be in effect, Lender will accept, available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance alternative mortgage insurance approved by Lender. If substantially equivalent mortgage insurance is not available, Borrower shall obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall this Security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. If,

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the Note rate payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Allthough Lender may take action under this Paragraph 7, Lender does not have to do so.
Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security interest. Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as proceeding in bankruptcy, probate, or condemnation or forfeiture to entitle laws or regulations), contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property, the Lender is to perform the covenants and agreements

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. 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

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 Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) 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 or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that 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 necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for 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.

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 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 those 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 judgement 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) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and

[Check applicable box(es)]

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Wlodek Jedykiewicz

(Seal)
-Borrower

(Seal)
-Borrower

Grace Jedykiewicz

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

I, the undersigned, a Notary Public in and for said county and state do hereby certify
that WLODEK JEDRYKIEWICZ AND GRACE JEDRYKIEWICZ, HUSBAND AND WIFE

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

Given under my hand and official seal, this

27th

day of

County ss: Coor.

. 1998.

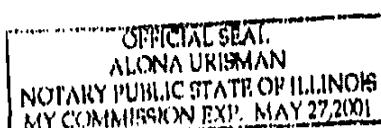
My Commission Expires:

Alena Zelenka

Notary Public

THIS INSTRUMENT WAS PREPARED BY:
KENNETH KORANDA
1823 CENTRE POINT CIRCLE
P.O. BOX 3142
NAPERVILLE, IL 60566-7142

WHEN RECORDED RETURN TO
MID AMERICA BANK, FSB.
1823 CENTRE POINT CIRCLE
P.O. BOX 3142
NAPERVILLE, IL 60566-7142



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ADJUSTABLE RATE RIDER
(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29TH day of JUNE , 1998 , 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 MID AMERICA BANK, FSB.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 326 N MICHAEL MANOR, GLENVIEW, ILLINOIS 60025
[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 7.000 %. 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 JULY 1ST , 1999 , and on that day 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 THREE AND ONE QUARTER percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.000 % or less than 5.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.000 %, which is called the "Maximum Rate", or less than 2.250 %, which is called the "Minimum Rate".

(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 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.

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

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

Transfer of the 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; 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 any 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 may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

Wesley Jekrytewicz _____ (Seal)
WESLEY JEKYRTEWICZ
Borrower

Grace Jekrytewicz _____ (Seal)
GRACE JEKYRTEWICZ
Borrower

Property of Cook County Clerk's Office