

# UNOFFICIAL COPY

Washington Mutual Bank  
P.O. BOX 92356  
Los Angeles, CA 90009-2356

98024042

- SEPT-01 RECORDING \$43.50  
• T#0009 TRAN 0983 01/09/98 11:12:00  
• #7622 + CG #-98-024042  
• COOK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY CODE: 016  
OFFICE NUMBER: 254  
LOAN NO.: 1-868460-7

## MORTGAGE ADJUSTABLE INTEREST RATE MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 16, 1997  
The mortgagor is  
**SYED A HAQ AND AFZIA HAQ HUSBAND AND WIFE**

("Borrower").

This Security Instrument is given to  
Washington Mutual Bank, FA

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is

**9451 CORBIN AVENUE, NORTHRIDGE, CA 91324**

("Lender"). Borrower owes Lender the principal sum of

**THREE HUNDRED FOUR THOUSAND AND 00/100**

Dollars (U.S. \$304,000.00). 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 **January 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:

**AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART  
HEREOF KNOWN AS SCHEDULE 'A'.**

PIN/TAX ID: 10-18-202-053

which has the address of **9403 NASHVILLE**

**MORTON GROVE**  
Illinois 60053      ("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.

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.

**ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
IL064R04 (R3/98)

Form 3014 9/90 (page 1 of 6 pages)

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

**1. 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 shall 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 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 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 Procedures 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 lesser 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 held 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 not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying 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 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 writing, 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 Fund was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed 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 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 Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments 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 due 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 rents, 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 amounts 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) 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall

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10. **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.

accordance with any written agreement between Borrower and Lender or applicable law.

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.

7. Protection of Lennder'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 Lennder's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lennder may do and pay, or whatever is necessary to protect the value of the Property and Lennder's rights in the Property, all sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and expenses, and Lennder'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 expenses, and Lennder may take action under this Paragraph 7, Lennder's rights in the Property to make repairs. Although Lennder may take action under this Paragraph 7, Lennder's rights in the Property to make repairs.

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, 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 to repair or restore the Property or to pay sums secured by a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds to repair or restore the Property or to pay sums secured by

give prompt notice to the insurance carrier and lender. Lender may make proof of loss if not made promptly by

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17. Transferee of the Property or a Beneficial Interest in Borrower. If all or any interest in 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) to 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.

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by Texas law or clause of this Note. In the event that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note. The parties hereto shall have the right to sever any provision of this Note which is located in the instrument in which the property is located. In the event that any provision of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by deliverying 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 given by deliverying it or by mailing it to Borrower or Lender who is given as provided in this paragraph.

**13. Loan Charges.** If the loan secured by this Security Interest is subject to a law which sets maximum 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 in proportion with the loan so that the interest or other loan charges collected or to be collected from the borrower which exceed the permitted limits, then: (b) Any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (c) Any sums already collected by the lender may choose to return the loan to the borrower, less the amount collected from the borrower which exceed the permitted limits.

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 provisos 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 cosigning this instrument only to mortgagee, grant and convey title Borrower's interest in the Property under the terms of this instrument only to Lender and Borrower's interest in the Property under the terms of this 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, forgive or make accommodations without regard to the terms of this Security instrument or the Note without that Borrower's consent.

11. Borrower Not Released; Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument or any right or remedy.

Unless Lessee 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 user marts.

If the sums are then due, not the amounts demanded by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the property or to the sums secured by this Security instrument, whether or not there is damage, or to the amount of the award or settlement.

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Loan No.: 1-868460-7

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 default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

23. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

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

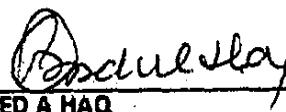
Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify]

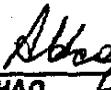
Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

1-4 Family Rider  
 BiWeekly Payment Rider  
 Second Home Rider

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:

  
SYED A HAQ (Seal)  
--Borrower

  
AFZIA HAQ (Seal)  
--Borrower

(Seal)  
--Borrower

(Seal)  
--Borrower

[Space Below This Line For Acknowledgment]

State of Illinois,

County ss:

and for said county and state, do hereby certify that

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  
signed and delivered the said instrument as  
uses and purposes therein set forth.

a Notary Public in

free and voluntary act, for the

Given under my hand and official seal, this

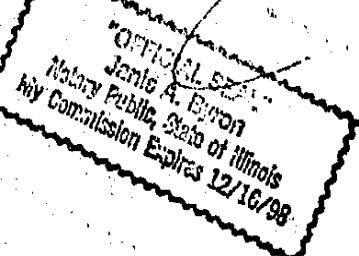
16 day of

Dec 10/98

Notary Public

My Commission expires:

This instrument was prepared by:  
**JENNIFER ADAMS**  
**650 EAST ALGONQUIN ROAD**  
**SUITE 105**  
**SCHAUMBURG, IL 60173**



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GF366R09 (R9/97)

The amount of my scheduled monthly installment could be less than the amount required to pay the interest due after a rate adjustment for that instalment period. If so, the Note Holder will subtract the amount of my scheduled monthly installment from the amount of interest I owe for that month and will add the difference to the outstanding principal balance of my loan. This unpaid interest is called "deferred interest". When the deferred interest is added to the outstanding principal balance of my loan, the principal balance at the note rate of interest I am required to pay on the outstanding loan balance each month.

ATTENTION: THE NOTE CONTAINS PROVISIONS ALLOWING FOR ADJUSTMENTS TO MY INTEREST RATE AND MY MONTHLY INSTALLMENT. THE NOTE LIMITS THE MINIMUM AND MAXIMUM INTEREST I MUST PAY AND HAS THE POTENTIAL FOR DEFERRED AND CAPITALIZED INTEREST.

(Property Address)

9403 NASHVILLE  
MORTON GROVE, IL 60053

(the "Lender"), also signed this day, and covers my property as described in the Security Instrument and located at:

Washington Mutual Bank, FA

Security instrument secures my Note (the "Note") to  
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") I signed this day. The  
THIS ADJUSTABLE RATE RIDER dated December 16, 1997 changes and adds to the

Loan No. 1268460-7

ADJUSTABLE RATE RIDER  
ARM L-36

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## SUMMARY OF FEATURES

INTEREST RATE AND MONTHLY INSTALLMENT ADJUSTMENTS

Initial Interest Rate 7.625% First Interest Rate Adjustment Date January 1, 2001

INTERVIEW WITH THE BEST AUTHOR - Page 7 of 23

Initial Monthly Installment \$2,151.70 Interest Payment Due Date 1st

Maturity Date: February 1, 2028 First Installation Adjustment Date: February 1, 2001

Beste Differenzielle 2.200  
Bürogebäude Bürgelstraße 13a  
43800 000 00

### **METHOD OF COMPUTING INTERNAL RATE ADJUSTMENTS.**

the reagent.

(b) The Index. Beginning with the First Interest Rate Adjustment Date, my interest rate will be based on an Index. The "Index" is the Twelve Month Average of One-Month LIBOR as published each month by the Federal National Mortgage Association ("FNMAs"). If the Index is no longer published, then the Holder may select a comparable alternative index to permit interest rate adjustments and such comparisons shall then be the "Index." The "Current Index" shall mean each price of the Index published by FNMA by the last business day of each month as of 11:00 a.m., after standard time and shall represent the sum of that month's and the preceding eleven (11) months' One-Month LIBOR rates as published by FNMA, divided by twelve and rounded upwards to the third decimal place.

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(c) **Calculation of Adjustment.** The Note Holder will determine each adjusted interest rate by adding the Rate Differential (shown on the front of this Rider) to the most recently published Current Index. The sum of the Current Index and the Rate Differential is the interest rate that will apply to my loan until the next month's interest rate adjustment. The Note Holder may choose not to increase my interest rate even if an increase is permitted because of an increase in the Current Index. The Note Holder is not required to give me advance notice of interest rate adjustments.

(d) **Limits on Interest Rate Adjustments.** The interest rate I am required to pay during the term of this loan will not be greater than the Maximum Rate nor less than the Minimum Rate (shown on the front of this Rider), unless the property securing this loan is sold and the loan is assumed. Sale of the property and assumption of my loan require the Note Holder's consent. If the property is sold and my loan is assumed, the Note Holder may adjust the Maximum Rate up to five percentage points (5.0%) above the interest rate in effect on the date of the assumption. The Note Holder may also adjust the Minimum Rate up to five percentage points (5.0%) below the interest rate in effect on the date of the assumption. The Note Holder may increase or decrease the Maximum Rate and the Minimum Rate each time the property is sold and the loan is assumed. The Note Holder, however, may choose not to adjust the Maximum Rate or Minimum Rate each time the property is sold and the loan is assumed. The Note Holder's choice whether to adjust the Maximum or Minimum Rates will be made at the time the Note Holder consents to the sale and assumption.

## 2. METHOD OF COMPUTING ADJUSTMENTS TO THE MONTHLY INSTALLMENT.

(a) **Adjustment Dates.** My monthly installment will be adjusted on the First Installment Adjustment Date (shown on the front of this Rider) and annually thereafter. The date the installment will be adjusted is called the "Installment Adjustment Date".

(b) **Calculation of Adjustments.** The new installment will be calculated approximately 60 days prior to the Installment Adjustment Date. The first installment adjustment will be calculated by using an interest rate equal to the sum of the Current Index published immediately prior to the time of the review plus the Rate Differential shown on the front of this Rider (the interest rate used shall not be less than the "Minimum Rate" or more than the "Maximum Rate" as defined in this Rider), and the loan balance which would be owing on the Installment Adjustment Date if all regularly scheduled installments are made. The new installment will be an amount which would be sufficient to repay the loan balance used in the calculation over the remaining term of the loan at the new interest rate. In substantially equal future installment adjustments will be calculated as described in this paragraph, except the interest rate in effect at the time of review will be used for those installmen' adj istments.

(c) **Limitation on Adjustments to the Monthly Installment.** The increases and decreases which occur to the monthly installment on the Installment Adjustment Date will not exceed 7 1/2% of the previous monthly installment except on the fifth (5th) anniversary of the First Installment Due Date, and on each fifth (5th) anniversary during the remaining term of the loan. On the fifth (5th) anniversary, and each fifth (5th) anniversary following, the increases or decreases to the monthly installment may exceed 7 1/2% of the previous installment amount if the calculation of installment adjustment described in Section 2(b) would result in a greater adjustment.

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My unpaid principal can never exceed the Principal Balance Limitation (shown under SUMMARY OF FEATURES). In the event my unpaid principal would otherwise exceed the Principal Balance Limitation, I will begin paying a new monthly installment until the next Installment Adjustment Date notwithstanding the 7 1/2 % annual installment adjustment limitation. The new monthly installment will be an amount which would be sufficient to repay my then unpaid principal in full on the Maturity Date at my interest rate in effect the month prior to the Installment Due Date in substantially equal installments.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

Paragraph 17 of the Security Instrument is amended to read as follows:  
(The Note Holder is called the "Lender;" I am called the "Borrower.")

17. **LENDER'S CONSENT REQUIRED.** Lender may declare all sums secured hereby immediately due and payable within 30 days after such declaration except as expressly limited by law, if Borrower without Lender's prior written consent: (a) sells, conveys, contracts to sell, alienates or further encumbers all or any part of the Property; or (b) leases all or any part of the Property for a term, together with all exercisable options, of 5 years or more; or (c) leases all or any part of the Property and, in connection with such lease, grants the lessee an option to purchase all or any part of the Property; or (d) suffers the title or any interest in the Property to be divested, whether voluntarily or involuntarily; or (e) changes or permits to be changed the character or use of the Property; or (f) is a partnership and any of the general partners' interests in the partnership are transferred or assigned whether voluntarily or involuntarily; or (g) is a corporation with fewer than 100 stockholders at the date of execution of this Security Instrument and more than 10% of its capital stock is sold, transferred or assigned during a 12-month period.

**B. FUNDS FOR TAXES AND INSURANCE**

The third sentence in the second paragraph of Uniform Covenant 2 of the Security Instrument is amended to read as follows: Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge, provided, however, that Lender may impose upon Borrower at closing a fee to compensate a third party who shall be responsible for the monitoring and payment of real estate taxes without thereby becoming obligated to pay Borrower interest on the Funds.

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Loan No.: 1-868460-7

## C. OCCUPANCY AGREEMENT

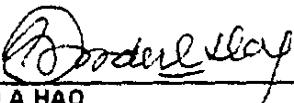
If Borrower was required to execute an Occupancy Agreement as a condition for obtaining the loan secured by this Security Instrument, the terms of the Occupancy Agreement, including the provisions which make a violation of its terms an event of default under this Security Instrument, are incorporated herein by this reference.

### SIGNATURES OF BORROWERS:

(Please sign your name exactly as it appears below.)

BY SIGNING BELOW,

I accept and agree to the terms and covenants in this Adjustable Rate Rider.

  
SYED A HAQ

(Seal)

AFZIA HAQ

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

98024042

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File #1506266B - Legal Addendum

LEGAL: LOT 25 IN VAMSTD RESUBDIVISION OF VAMSTD SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 2 AND 3 OF THE ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 18, AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 27, 1977 AS DOCUMENT NUMBER 23903943, TOGETHER WITH THE EAST 15.0 FEET OF THE WEST 160.0 FEET LYING NORTH OF THE CENTER LINE OF BECKWITH ROAD OF LOT 3 OF THE ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 9403 N NASHVILLE  
MORTON GROVE, IL 60053

PIN: 10-18-202-053-0000

98024042

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