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When recorded mail to: STANDARD PEDERAL BANK 2600 M. BIG BEAVER RD. 169688 F. Other 24 TROY, MICHIGAE 48084 LOAM 4: 601978848

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Prepared by

**MORTGAGE** 

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THIS MORTGAGE ( 'Security instrument ) is given on JAMUARY 9, 1998. JOHN E MCELHANY, A SINGLE MAN AND BETH A LEDDIN, A SINGLE NOMAN The mongager is

("Bostower").

This Security Instrument is given to STANDARD FEDERAL BANK, A FEDERAL SAVINGS BANK

which is organized and

existing under the lines of the United States of AMER(C) and whose address is 2600 H. BIG BRAVER RD., TROY, MICHIGAN 48084

("Lender").

Borrower owes Lender the principal sum of Four Hundred Shventy Thousand and MO/100\*\* \$670,000.00 ). This debt is exidenced by Borrower's note dated the same date as this Security Instrument ("Note"), W.S which provides for monthly payments, with the full debt, if not paid earlier, due and provide on

This Security Instrument secures to Lender (a) his copyment 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 coverants and agreements under this Security Instrument and the Note-For this purpose. Borrower does hereby mortgaging, ant and convey to Lender Ciunty Phinois the following described property located in COUR

which has the address of 3711 N GREENVIEW, CHICAGO

llluacis

60613

("Property Address").

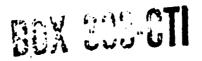
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ILLINOIS SAGETAND - FNYATHLMC UNIFORM INSTRUMENT \$03(D-4R(IL)(5901) Form 3014 9/9) Amended \$91 Page 1 of 6

ILVDEED

(Sees, City)

initials:



STREET ADDRESS: 3711 N GREENVIEW FICIAL COPY 2583 (age 1.0%)

COUNTY: COOK CITY: CHICAGO

TAX NUMBER: 14-20-113-019-0000

### LEGAL DESCRIPTION

LOT 29 IN BLOCK 1 IN ROOD'S SUBDIVISION OF THE NORTHEAST 1 4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1 4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

Property of Cook County Clark's Office

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TOGETHER WITH all the improvements new 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's lawfully sersed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unenrumbered, except for encumbrances of record. Borrower warrants and will defend

generally the utile 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 unaform security instrument covering real property

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

1. Payment of Principal and Interest: Prepayment and Late Charges. Betrower that i premptly 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 of to a written waiver by Lender, Borrower shall pay to Lender on the day monthly sayments 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 Lemon 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 preclibing, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in liquid the payment of our leage insurance premiums. These items are called "Escrow Items." Lender may, at any time-collect and hold Funds in an amount rolling exceed the maximum amount a lender for a federally related marigage loan may require for Borrower's escrow account under the rederal Real Estate Scittement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seig ("RESPA"). Un our another law that applies to the Funds sets a lessor 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 expraditures of future Estrow 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 insultation) or in any Suderal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Leader may not charge Borrower for holding and applying the Funds, annually analyzing the estrow account or verifying the Estrow Items, unless Lender pays Borrower interest on the Funds of Applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent tool estate tax reporting service used by Londer 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 Publis 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 noutly 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 deliberary 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 adquire or sell the Property, Lender, prior to the adjustition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as accedit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Legues under paragraphs 1 and 2 shall be applied, first, to any prepayment charges due under the Note, second, to amounts payable under guragraph 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 tents, if any. Bottower 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

Betrower 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 neteet

ILLIANOIS Single Family FAMATHLIMC UNIFORM INSTRUMENT Page 2 of 6 SOMD-6R(IL) (9508) Form 3514 999 Amended 591

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, 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 star dard 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 neuces. 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 Londor and Borrower otherwise agree, a winung, 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 oconomically feasible or Londer'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 nowed from Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds. Lender may the 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 senod will begin when the notice is given

Unless Lender and Borrows: 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, Berrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition

- 6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Loaseholds. Borrower shall accupy, 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 frequent as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing youth consent shall not be unreasonably withhold, or unless extending currumstances 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 ewil or craminal, is begun that in Londer's good faith judgment could require notice not property or otherwise materially impair the tien created by this Security Instrument or Lender's security interest. Borrower may ours such a default and coinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a rule no that in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impair or of the Len created by this Security Instrument or Leader's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Londer with immusternal information) in connection with the toan evidenced by the Note, including, but not limited to, representations concerning recrower's occupancy of the Property as a principal residence of this Security Instrument is on a leasehold, Borrower shall compay with all the provisions of the lease of Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender, agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. If Berrower fails to perform the covening and agreements contained in this Security Instrument or there is a logal proceeding that may significantly affect Lender's rights in life Property (such as a proceeding in bankruptey, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may be 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 ben which has priority over this Security Instrument, appearing in court, paying reasonable attorned slices and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not ilmights do so

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secural 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

Mortgage Insurance. If Lencer required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a lost 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 margage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a less reserve in liquief mongage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer

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ILLINOIS SALE FAMILIFINAL THINK UNIFORM INSTRUMENT \$05D-4R(IL)(9601) Form 3014 850 Amended 551

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approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mongage insurance in effect, or to provide a loss reserve, until the requirement for mongage 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 its pections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection specifying reasonable cause for the raspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of 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 imount 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 secreted by this Security Instrument whether or not the sums are that due

If the Property is abandoned by Sprrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrow refails 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 opingn, either to resteration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due

Unless Lender and Borrower otherwise agrice is writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments referred loss paragraphs I and 2 or change the amount of such payments

11. Borrower Not Released; Forbearance B. Londer Not a Waiver. Extension of the time for payment or medification of amortization of the sums secured by this Security Institutional granted by Lende: to any successor in interest of Borrower shall not operate to release the liability of the original Borrower of Bol rower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend (ime 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 forbegrance by Lender in exercising any right or remedy shall not be a waiver of or preciude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability: Configuers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and plantower, subject to the provisions of paragraph 1% Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (2) is co-signing this Security Institutent 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 source secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear of 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 just 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 Purrower Londer may choose to make this refund by reducing the principal owed under the Note of by making a direct payment to Dortower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the hote

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it 50 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 Londer shall be given by first class mail to Lender's address stated bergin or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Tastrument 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 11 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

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prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Sectiony 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 Lander exercises this option. Lander 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 throke any remedies permitted by this Security Instrument without further notice or demand on Bostower

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 coeditions 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 tien 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 1) that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated to a select the Note. If there is a change of the Loan Services, Borrower will be given written notice of the change in accordance with paragraph 4 above and applicable law. The notice will state the name and address of the new Loan. Services and the address to which payments should be made. The notice will also contain any other information required by applicable

20, Hazardous Substances. Borrower shall not noise or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not un not allow anyone else to do, anything afforting 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 Betrower 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 recessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are those substances delined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammatic serioxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioschye materials. As used in this paragraph 20, "Environmental Law" means foceral laws and taws of the jurisdiction where the Property is located that relate to health, safety Cr 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 Municipales applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedics provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and 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 costs

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

ILLINOIS SUBJECTION SYNVAPHEMIC UNIFORM INSTRUMENT Page 5 of 6 SOMD-6H(IL) (95:8) Form 3014 9:90 Amended 591

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24. Riders to this Security Instrument. If one or more notes 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 box(es)]		
Adjustable Rate Rider Graduated Payment Rider Balleen Rider V. A. Ruder	Condominium. Ruder Planned Unit Development Ruder Rate Improvement Ruder Other(s) (specify)	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 order(s) executed by Borrower and recorded with it.  Witnesses		
- Alway	JONG E MA	E. Mª SIRANY  EDDIN
	Opt Coopt	
	County	
STATE OF ILLINOIS,  1	CHUBI OHN E MCELNARY AND BETH A LEDG	, a Notary Public in and for said
personally known to me to be the same person in person, and acknowledged that the free and voluntary act, for the uses and purpose under my hand and official seal.	poses therein set forth	ng instrument, appeared before me this day said instrument as Tip VK
My Commission Expires:	Notes Public V	lucir
JUUE \$,21297 PUBL.C	AL SEAP E ABEL STATE OF HELINOIS EP PES MAY 7-2000	

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADVISTABLE RATE RIDER is made this 9TH day of JAMUARY, 1998, and is incorporated into and shall be deemed to amend and supplement the Montgage Deed of Trust or Security Deed (the "Socium Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to STANDARD FEDERAL BANK, A PEDERAL SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at

3711 # GREENVIEW CHICAGO, IL 60613

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 BULROWER 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 6.500%. The Nove provides for changes in the interest rate and the morthly payments, as follows

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate i will pay may change on the 187, day of JANUARY, 1999 and on that day every 1278 month thereafter Each date on which my interest rate could change is called a "Change Date"

(B) The lades

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the workly average yield on United States Treasury securities adjusted to a constant materity 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 nouse of this choice.

MELTISTATE ALAIT STABLE RATE RIDER - ARM S.1- Segle Family + Famile Man Freddie Mar Lasform Instrument.
VMP 871.4 (ARM 7) Form 3100-3405

MELITISTATE ADJUSTABLE RATE RIDER - ARM \$2 - Single Family - Family Mentreddic Mec Conform Instrument
VMP-272A (2005) Forms 3111-348 Page 1 of 3 P529ORDU P3201RUL 406

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(C) Calculation of Changes

Refere each Change Date, the Note Holder will exhaulte my new interest rate by adding. TWO AND percentage point(s) ( 2.875% ) to the Current Index The SEVEN-BIGHTHS Note Hologicusti 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 Europected 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 There ther, my interest rate will never be increased or decreased on any single Change Date by more than TNO percentage point(s) ( 2.0001 from the rate of interest I have been paying for the preceding months. My interest rate will never 12 12.500%. be greater than

(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 of am interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a refugilial 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 transfered as if a new loan were being made to the transferre, 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

MULTISTATE ADJUSTABLE RATE RIDER - ARM 5.1- Single Family - Fanale Mae/Freddie Mae Uniform Instrument VMP-421A (\$907; Farm 3108-3-95 MULTISTATE ADJUSTABLE RATE RIDER ARM \$ 2 - Single Fare y - Farms Man Treddie Mac Uniform lautrumer Page 2 of 3

VMP422A (9305) Form 3111-345

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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 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

If Lorder energies 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 missipay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this remod, Lender may invoke any remodies 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 Raie Rider

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made thus 9TH day of JANUARY, 1998 and is an organized into any children deemed to amend and supplement the Mongage. Deed of Trust or Security Deed (the "Security Instrument") with a same date given by the undersigned (the "Bontwer") to secure Bottower's Note to STANDARD FEDURAL BANK, A PROBRAL SAVINGS BANK

(the "Lender") of the same date and ewening the Property described in the Security instrument and located at 3711 g GREENVIEW
CHICAGO, TL 60613

1-4 FAMILY COVENANTS. In addition to the coveragity and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECULUTY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument, building a ateria at applicances and goods of every nature whatsoover now or hereafter located in, on, or used, or intended to be used at connection with the Property including, but not limited to those for the purposes of supplying or distributing herting, cooling, electricity, gas, water are and light, fire prevention and extinguishing apparatus, security, and access a purol apparatus, plumbing, bath tubs, water heaters, water closers, sinks, ranges, stoves, refingerators, dishwashers, disposals, washers, disposals panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the location) Instrument is on a leasehold; are referred to in this 1-4. Family Rider and the Tecunity Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not sook, agree to or make a change in the use of the Property of its coming classification, unless Lender has agreed in writing to the change Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law. Borrower shall not allow any tien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

MULTISTATE 1-1 FAMILY RIDER FNMAPHIMC Ladorin Instrument Form 1170 393

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- B. RENT LOSS INSURANCE. Borrower shall maintain insurance against ront loss in addition to the other hazards for which insurance is required by Uniform Covenant. 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted
- F. BUPAOWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower soccupancy of the Property is deleted. All remaining coverants and agreements set forth in Uniform Covenant 6 shall remain in effect
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph O, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS: AP'O NTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the tents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (O') ender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Borrower, (i) all Rents received by Borrower shall be held by Borrower as inistee for the benefit of Lender only, to be applied to the sums secured by the Society Institutions (ii) Lender shall be entitled to collect and roccine all of the Rents of the Property, (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Londer's agents upon Lender's whyten demand to the tenant, (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's igents shall be applied first to the costs of taking control of and managing the Property and tollowing the Rents, including, but not limited to, attorneys focs, recover's fees, premiums on receiver's bonds, repair and maintenance costs, in author premiums, takes assessments and other charges on the Property, and then to the sums secured by the Section incrument, (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Punts actually received and (vi) Lender shall be intitled to have a roccine analyshowing as to the madequacy of the Property and collect the Rents and profits derived from the Property without any showing as to the madequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any naries expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant. 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any set that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not

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cure or warreany default or invalidate any other right or remody of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

L CAOSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Londer may impice any of the remedies permitted by the Security Instrument

BY SIGNENC #21.0W Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Ruder

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