

# UNOFFICIAL COPY

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COOK COUNTY RECORDER

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## MORTGAGE

0970221461

THIS MORTGAGE ("Security Instrument") is given on APRIL 28TH, 1998. The mortgagor is GERALD WALTERS, MARRIED TO JACQUELINE WALTERS ("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 NINETY THOUSAND AND NO/100

Dollars (U.S. \$ 90,000.00 ).

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 MAY 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:

LOTS 10 AND 11 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD COUNTRYSIDE UNIT NO. 1 IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4/24/01 fp Y, GIT G

P.I.N.#: 31152040160000

which has the address of 20047 KEYSTONE AVE  
(Street)  
Illinois 60443  
(Zip Code) ("Property Address");  
MATTISON  
(City)

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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 any 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 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.

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 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 debit to the Funds was made. The funds, that interest shall be paid on the Funds, Lender shall give to Borrower, without charge, an annual accounting of the required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, providers otherwise. Unless an agreement is made or applicable law requires to be paid, Lender shall not be independent real estate tax reporting service used by Lender in connection with this loan, unless applicable laws permit Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an Escrow account, or verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying to pay the Escrow items. Lender may not charge Borrower to holding and applying the Funds, annually applying 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 hold funds in an insurance company, Lender shall apply the Funds to pay the Escrow items. These items are insured by a federal agency, instrumentality, or entity

items of otherwise in accordance with applicable law. The amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds beats a lesser amount. If so, Escrow account under the federal Residential Escrow Settlement Procedures Act of 1974 as amended from time to time, 12 amount not to exceed the maximum amount a lender for federally related mortgage loans for Borrowers insurance premium. These items are called "Escrow items". Lender may, at any time, collect and hold Funds in an payable by Borrower to Lender. In accordance with the provisions of paragraph B, in lieu of the payment of mortgage yearly blood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums (a) yearly taxes and assessments which may attach over the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments or ground rents on the Property, if any; (d) any amounts due to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall

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 charge 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.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, additions shall also be 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".

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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 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 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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modification of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in.

11. Borrower Not Released; Forbearance By Lender Not A Waiver. Extension of the time for payment of principal or payments due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

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 resaturation or repai

make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the if the Property is abandoned by Borrower, or if, after notice by Borrower that the condominium offers to

this Security instrument whether or not the sums are then due.

agreed 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 immediately before the taking, unless Borrower and Lender otherwise 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 fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower, in the (b) the fair market value of the sums secured by this Security instrument shall be reduced by multpled by the following fraction: (a) the total amount of the sums secured 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 in which the fair market value of the Property exceeds paid to Borrower, in the event of a partial taking of the Property instrument, whether or not then due, with any excess paid to the sums secured by this Security

in which the fair market value of the Property immediately before the taking is equal to or greater than the Property instrument, Lender shall be paid to the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, Lender shall be paid to the sums secured by this Security instrument, or if, after notice by Borrower that the condominium offers to

hereby assignd and shall be paid to the Lender.

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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

shall be liable for damage to the Property resulting from inspection.

8. Mortgage; Insurance. If Lender required mortgage insurance as a condition of making the loan secured by

permium being paid by Borrower within each month a sum equal to one-twelfth of the yearly mortgage insurance

use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no

longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that

Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower

shall pay the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the

premium paid by Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance

available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance

aftermate mortgage insurance approved by Lender. If substantial equilibrium mortgage insurance is not

at a cost substantially equivalent to the cost to Borrower of 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, Borrower shall

pay the premium 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,

Borrower fails to pay the premium required to maintain the mortgage insurance in effect, Lender shall bear

any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by

interest from the date of disbursement all the Note rate and shall be payable, with interest, upon notice from Lender to

this Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear

interest at the rate of disbursement all the Note rate and shall be payable, with interest, upon notice from Lender to

the Lender may take action under this paragraph 7, Lender does not have to do so.

11. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

Property (such as proceeding in bankruptcy, probable, for condemnation or foreclosure or to enforce laws or regulations),

the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the

Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security

instrument, appearing in court, paying reasonable attorney fees and entitling on the Property to make repairs,

or otherwise Lender may take action under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements

represented in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

Property, the Lender shall not merge unless Lender agrees to the merger in writing.

is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires title to the

representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument

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**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 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 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

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24. **Rider(s) to this Security Instrument.** If one or more riders are executed by Broadwater and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. **Wavver of Homestead.** Barrower waves all right of homestead exemption in the Property.

22. **Releasee.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Deed of Trust instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the date action required to cure the default must be cured; and (d) that failure to cure the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower by which notice may result in acceleration of the sums secured by this Security Instrument, excepted in the notice in accordance with paragraph 17 of this instrument. The notice shall specify: (a) the date acceleration begins; (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 notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower by which notice may result in acceleration of the sums secured by this Security Instrument, excepted in the notice in accordance with paragraph 17 of this instrument.

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

Property is necessary to take all necessary remedial actions in accordance with Environmental Law.

19. Sale of Note: Change of Loan Servicer. The Note or 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 should be made. The notice will also contain any other information required by applicable law.

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.

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(Check applicable box(es))

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 VA Rider

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider  
 Other(s) [specify]

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:

*Gerald Walters*  
GERALD WALTERS

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

STATE OF ILLINOIS,

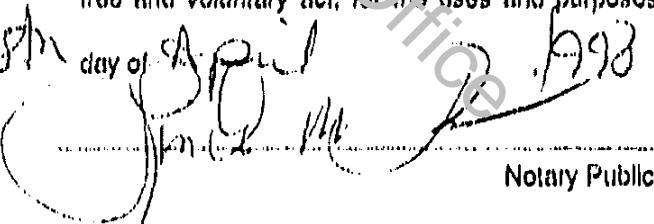
COOK

County of:

I, KENNETH KORANDA, Notary Public in and for said county and state do hereby certify that GERALD WALTERS, MARRIED TO JACQUELINE WALTERS

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

Given under my hand and official seal, this

28th day of April, 1998  


Notary Public

My Commission Expires:

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 28TH day of APRIL , 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: 20047 KEYSTONE AVE, MATTESON, ILLINOIS 60413  
[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 7.250 %. 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 MAY 1ST , 2001 , 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.

13  
12  
11  
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02  
01

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## (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 9.250 % or less than 7.250 %. 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 13.250 %, which is called the "Maximum Rate", or less than 5.250 %, 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.

Gerald Walters \_\_\_\_\_  
GERALD WALTERS (Sgn)  
Borrower

\_\_\_\_\_ (Sgn)  
Borrower

98351347

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## WAIVER OF HOMESTEAD AND MARITAL RIGHT

0970221461

In consideration of MidAmerica Federal Savings Bank granting a mortgage loan to GERALD WALTERS,  
MARRIED TO JACQUELINE WALTERS  
and for and in consideration of ten dollars paid to the undersigned, and for other good and valuable  
consideration, the undersigned does hereby waive any and all homestead interest created now or in the  
future in the favor of the undersigned in the following described real property together with any rights the  
undersigned may have by reason of the Illinois Marriage and Dissolution Act, Chapter 40, Sec. 101 et. seq.  
(1977), now or as intended:

LOTS 10 & 11 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S CRAWFORD  
COUNTRYSIDE UNIT NO. 1 IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 35  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

P.T.N. #: \_\_\_\_\_

The undersigned further agrees and consents to the mortgage or transfer of title, of the above-mentioned property, to MidAmerica Federal Savings Bank, free and clear of any marital right as defined in Illinois Revised Statutes and of any homestead right or interest created now or hereinafter created in favor of the undersigned.

The undersigned further states that the above described property is not marital property as described and defined in Chapter 40, Sec. 101 et. seq., Illinois Revised Statutes, 1977.

This waiver is given and specifically refers to the mortgage in favor of MidAmerica Federal Savings Bank dated the 20<sup>th</sup> day of APRIL , 19 98 .

Jacqueline Walters Seal

PROPERTY ADDRESS: 20047 KEYSTONE AVE, , MATTESON, IL 60443

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Property of Cook County Clerk's Office

STATE OF *Illinois* )  
COUNTY OF *Will* ) SS

I, *Jacqueline Morris*, a Notary Public in and for said county and state, do hereby certify that *G. J. Morris*, *Notary Public in Will County, Illinois*, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as *Notary Public in Will County, Illinois* free and voluntary act, for the uses and purpose therein set forth.

Given under my hand and official seal, this  
My commission expires *2/27/09*

*27<sup>th</sup>* day of *April*, *1998*.

*Jacqueline Morris*  
Notary Public

"OFFICIAL SEAL  
JACQUELINE MORRIS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/27/09"

98354347

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office