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Cook County Recorder 37.50

RECORD AND RETURN TO:
QUALITY FUNDING SERVICES

10059 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465

Prepared by: Quality Funding
STACY HART
PALOS HILLS, ILLINOIS 60465

COOK COUNTY
RECORDER
JESSE WHITE
MARKHAM OFFICE

98-6588-BTI

W135799

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23, 1998
DANIEL G. DONNELLY, MARRIED TO
DIANE DONNELLY **

The mortgagor is

("Borrower"). This Security Instrument is given to
QUALITY FUNDING SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 10059 SOUTH ROBERTS ROAD
PALOS HILLS, ILLINOIS 60465 ("Lender"). Borrower owes Lender the principal sum of
NINETY SIX THOUSAND SEVEN HUNDRED FIFTY AND 00/100

Dollars (U.S \$ 96,750.00).

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:

LOT 11 IN HENRY ROELFSEMA'S RIDGELAND AVENUE ADDITION NUMBER 2, BEING A SUBDIVISION OF THE SOUTH 1/2 (EXCEPT THE WEST 164 FEET THEREOF) OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NCRTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

** DIANE DONNELLY IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
Parcel ID #: 24-06-432-005

which has the address of 6444 WEST 94TH STREET , OAK LAWN
Illinois 60453 [Zip Code] ("Property Address");

[Street, City].

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INITIALS: *[Signature]* INSTRUMENT Form 3014 9/90
VMP-GRHL (9608) Amended 8/96

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BORROWER shall pay to Lender monthly premiums over this Security Instrument as the "Property".
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 innocentable, 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 contains no national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Preparation and Late Charges; Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any preparation 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 payment; are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may claim 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 chartered member bank may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 if demanded from him to do so. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, unless another law shall apply to the escrow account, or Escrow Items, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or 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, unless Lender is made of 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, unless Lender is made of or otherwise in accordance with applicable law.

Escrow Items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, unless another law shall apply to the escrow account, or Escrow Items, unless Lender may not charge Borrower for holding and applying the Funds, unless Lender is made of or otherwise in accordance with applicable law.

1974 is amended from time to time. 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds without charge. However, Lender may agree in writing, however, that in event of 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 otherwise in accordance with applicable law.

Borrower and Lender may agree in writing, however, that in event of 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 otherwise in accordance with applicable law.

If the Funds held by Lender exceed the amounts permitted to be held by law, Lender shall account to Borrower twelve monthly payments, at Lender's sole discretion.

2. 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 Note.

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 Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may affect priority over this Security Instrument, and leasehold payments rents, if any. Borrower shall pay directly to the payee of the obligation secured by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

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 the manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

If Borrower makes prompt payment to Lender directly, Borrower shall promptly furnish to Lender evidence of the payment to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph.

5. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the debt evidenced by the lien in, legal proceeding, which in the Lender's opinion operate to prevent the Lender from recovering his debt, or defends against enforcement of the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

6. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the debt evidenced by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

7. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the debt evidenced by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

8. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the debt evidenced by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

9. Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the debt evidenced by the lien in a manner acceptable to Lender; (b) certifies in good faith the lien to be paid under this paragraph.

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-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 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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several 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

Initials:

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8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to insure the mortgage coverage required by Lender in cases of non-payment. Mortgage insurance shall pay the premiums required to maintain the mortgage insurance in effect, Borrower shall pay the premiums required to insure the mortgage coverage required by Lender in cases of non-payment.

9. **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.

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 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 a proceeding in bankruptcy, probable, or contingent laws or regulations), then Lender may do and proceed to whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender may take action under this paragraph 7, Lender does not have to do so.

reasonable attorney's fees and entitling on the Property to make repairs. Although Lender may take action under this paragraph

including paying any sums secured by a lien which has priority over this Security instrument, applying in court, paying

any for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may

proceeding in bankruptcy, probable, or contingent laws or regulations, then Lender may do and

proceed to whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a

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

leasehold and the fee title shall not merge unless Lender agrees to the merging in writing.

leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the

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

to provide Lender with any material information in connection with the loan evidence by the Note, including, but not limited

Borrower, during the loan application process, gave material information or inaccurate information or statements to Lender (or failed

impartiment of the lien created by this Security instrument of Lender's security interest. Borrower shall also be in default if

that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material

cure such a default and reinstates, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling

Property or otherwise materially impair the lien created by this Security instrument of Lender's security interest. Borrower may

action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the

Property, allow the Property to be forfeited, or commit waste in the Property. Borrower shall be in default if any forfeiture

otherwise circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage, or impair the

the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless

this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after

Borrower shall occupy, establish, or use the Property; Borrower's Loan Application, Leaseholds,

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application, Leaseholds,**

immediately prior to the acquisition.

Lender and Borrower to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument

under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

securer by this Security instrument, whether or not then due. The 30-day period will begin when the notice is given.

Lender or not made promptly by Borrower.

Lender may make proof of loss if not made promptly by Borrower.

shall have the right to hold the policies and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

which shall not be unreasonable, withinheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's

that Lender requires, for insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval

goods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods

property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

more of the actions set forth above within 10 days of the giving of notice.

this Security instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or

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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 remedies 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 homestead exemption in the Property.

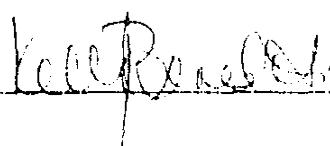
24. Riders to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

(Check applicable box(es))

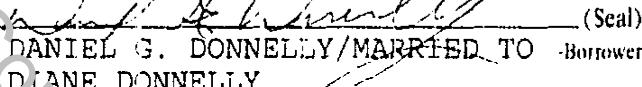
- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/>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

**DIANE DONNELLY IS EXECUTING THIS MORTGAGE

SOLELY FOR THE PURPOSE OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
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:



Karen R. Kell



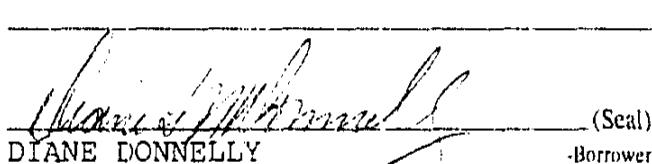
DANIEL G. DONNELLY / MARRIED TO -Borrower
DIANE DONNELLY

(Seal)

-Borrower

(Seal)

-Borrower



DIANE DONNELLY (Seal)
-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS, COOK

County ss:

I, *Daniel G. Donnelly*, a Notary Public in and for said county and state do hereby certify
that *Daniel G. Donnelly, MARRIED TO DIANE DONNELLY* signed and delivered the said instrument as *HIS HER* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of *Sept. 1998*.

My Commission Expires: *8/20/2001*

Notary Public
Official Seal
ILLINOIS
NOTARY PUBLIC
1998

Brokers Title Insurance Co.
2215 York Road, Suite 418
Oak Brook, IL 60523

Form 3014 3/90

VMP -6R(IL) (9608)

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O O
Lender

of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any non-uniform covenants. Borrower and Lender further covenant and agree as follows:

As used in this paragraph 22, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, asbestos containing materials or formaldehyde, toxic pesticides and herbicides, volatile solvents, radioactive substances or radon abatement, and radon abatement 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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or party involving the Property or any Hazardous Substances under Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender notice of any Hazardous Substances that may be present in the Property.

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal operations of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or removal of Hazardous Substances on or in the Property.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any information required by applicable law.

Information of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other address of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and given written notice of the change to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given changes of the Loan Servicer unrelated to a sale of the Note and this Security Instrument. There also may be one as the "Loan Servicer," that collects monthly payments due under the Note and this Security Instrument. This change in the entity known instrument may be sold one of more times without prior notice to Borrower. A sale may result in a change in the entity known instrument or more changes monthly payments due under the Note and this Security Instrument. The new Loan Servicer, together with this Security, may be used for a partial interest in the Note (together with this Security instrument) before sale of the Note.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) shall remain fully enforceable, if no acceleration had occurred. However, this right to remitiate shall not apply in the case of acceleration under paragraph 7.

This Security instrument shall continue in full force and effect as if no acceleration had occurred. Upon remittance by Borrower, this Security instrument and the sums secured by the loan of this Security instrument, Lender, trustee, rights in the Property and Borrower's obligation to pay the sums secured by that the Secured party may reasonably require to assure including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure payment of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had occurred; (e) pays Security instrument; or (b) entry in a judgment or decree in this Security instrument. Those conditions are that Borrower: (e) pays applicable law may specifically set forth in this Security instrument to any power of sale contained in this enforcement of this Security instrument disclosed at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for remitiation) before sale of the Property pursuant to the terms of this Security instrument; or (b) 30 days from the date the note 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 less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by 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 note is delivered or mailed within which Borrower must pay all sums secured by this Security instrument without further notice of demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security instrument. If this option is exercised, Lender shall be entitled to receive all sums secured by this Security instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument.

is given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect in which the Property is located. In the event that any provision of clause of this Security instrument or the Note given effect is contrary to the conflict, it shall be governed by federal law as of the date of this Security instrument.

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. This Security instrument shall be governed as provided in this paragraph.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

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ADJUSTABLE RATE RIDER (LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this **23RD** 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
QUALITY FUNDING SERVICES

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

6444 WEST 94TH STREET
OAK LAWN, ILLINOIS 60453

{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 **9.2500 %**. 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**, **2000**,
and on that day every **6TH** 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
average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market
("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first
MULTISTATE ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Single Family-Fannie Mae Uniform Instrument

VMP-838U (9705)

Form 3138-6/94

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Initials: *[Signature]*

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Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender any interest or a Beneficial Interest in Borrower'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 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.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
may have regarding the notice.

required by law to be given me and also the telephone number of a person who will answer my question if of my monthly payment before the effective date of any change. The notice will include information I

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount

(F) Notice of Changes

my monthly payment changes again.

My new interest rate will become effective on each Change Date. I will pay the amount of my new

(E) Effective Date of Changes

months. My interest rate will never be greater than 15.2500 %.

percentage point(s) (1.0000 %). From the rate of interest I have been paying for the preceding

12.2500 % or less than 9.2500 %. Thereafter, my interest rate will never be increased or

The interest rate I am required to pay at the first Change Date will not be greater than

(D) Limits on Interest Rate Changes

new interest rate in substantially equal payments. The result of this calculation will be the new amount of

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

4(D) below, it is rounded amount will be my new interest rate until the next Change Date.

Addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section

(C) Calculation of Changes
SEVEN
Before each Change Date, the Note Holder will calculate my new interest rate by adding

If the Index is no longer available, the Note Holder will give me notice of this choice.

comparable information. The Note Holder will choose a new Index that is based upon

"Current Index."

business day of the month immediately preceding the month in which the Change Date occurs is called the

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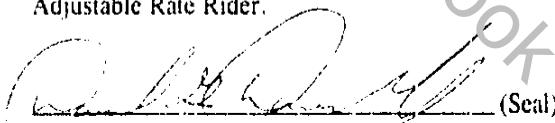
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information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach 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 also may 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.

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.

 DANIEL G. DONNELLY	(Seal)	(Seal)
	-Borrower	Borrower
	(Seal)	(Seal)
	-Borrower	Borrower
	(Seal)	(Seal)
	-Borrower	Borrower
	(Seal)	(Seal)
	-Borrower	Borrower

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