

# UNOFFICIAL COPY

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## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this . . .<sup>1ST</sup>. day of . . . . . MAY . . . . ., 19. 82 . . . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to . . . . . CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION . . . . . (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at . . . 565 MILAN LANE, HOFFMAN ESTATES, ILLINOIS 60194 . . . . .

*Property Address*

**Modifications.** 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 has an "Initial Interest Rate" of . 8.00% The Note interest rate may be increased or decreased on the . . .<sup>1ST</sup> day of the month beginning on . . . DECEMBER .01 . . . , 19. 80 . . . , and on that day of the month every . . . 36 . . months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)  \* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2)  . . . SEVENTH DISTRICT COST OF FLINDS . . . FEDERAL HOME LOAN BANK BOARD

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1)  There is no maximum limit on changes in the interest rate at any Change Date.

(2)  The interest rate cannot be changed by more than . . . 3 . . percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

**C. PRIOR LIENS**

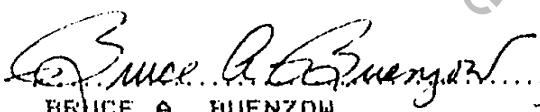
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

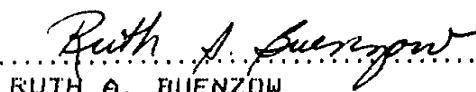
**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

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BRUCE A. BUENZOW .....(Seal)  
—Borrower

  
RUTH A. BUENZOW .....(Seal)  
—Borrower

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SCHAUMBURG

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0 3 5 2 0 3 3 5

This instrument was prepared by:

..RICHARD J. JAHNS....  
 (Name)  
 ..5133 W. FULLERTON AVE  
 (Address)  
 CHICAGO, ILL 60639

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## MORTGAGE

THIS MORTGAGE is made this . . . . . 1ST day of . . . . . MAY . . . . . 19 . . . . . 87 between the Mortgagor, . . . . . BRUCE A. BUENZOW AND RUTH A. BUENZOW, HUSBAND AND WIFE . . . . . (herein "Borrower"), and the Mortgagee, . . . . . CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION . . . . . a corporation organized and existing under the laws of . . . . . THE UNITED STATES OF AMERICA, whose address is . . . . . 5200 West Fullerton — Chicago, Illinois 60639 . . . . . (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of . . . . . SIXTY SIX THOUSAND EIGHT HUNDRED AND NO/100 . . . . . Dollars, which indebtedness is evidenced by Borrower's note dated . . . . . MAY 01, 1987 . . . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . . . JUNE 01, 2002 . . . . .

NOTE IDENTIFIED

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . . . COOK . . . . . State of Illinois:

LOT SEVEN (7) IN BLOCK ONE HUNDRED TWO (102), IN HOFFMAN ESTATES VII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1958, AS DOCUMENT NUMBER 1816080.

PERMANENT TAX NUMBER: 07-16-418-006 H80%

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which has the address of . . . . . 565 MILAN LANE . . . . .  
 [Street]  
 ILLINOIS 60194 . . . . . (herein "Property Address");  
 [State and Zip Code]

HOFFMAN ESTATES . . . . .  
 [City]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures 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 this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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7388444  
INDUSTRIAL

RETURN TO BOX 403

(SPECIAL EDITION THIS ISSUE FOR LINDSEY AND KELLY)

Non-Public

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Given under my hand and official seal, this 1st day of May 1987

Set forth.

I, MARY A. HASKELL, a Notary Public in and for said county and state, do hereby certify that ERIC A. BUNENZOW, ENDERT RUTH A. BUNENZOW, HUSBAND, AND WIFE,

ISSN 1062-1024

STATE OF ILLINOIS.

ROUTH A., BUENZOW

MUTH A., BUENZOW

1500000

SAROGE H. BUNEGWA

*Bruce A. BUNZON*

20. Assignment of Rents; Appportionment of Receipts; Lender to Possessors. A<sup>s</sup> additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall have the right to collect rents from such tenants as they become due and payable, hereafter or abandonment of the Property, provided that Borrower has the right to abandonment of the Property, prior to acceleration under paragraph 18 upon acceleration under paragraph 18 heretofore agreed upon under paragraph 18 heretofore agreed upon under paragraph 18 of any period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to collect the rents of the Property and to collect rents collected by Lender or the receiver of the rents, including, but not limited to the receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, shall be secured by all sums secured by this Mortgage, may evidence Future Advances to Borrower, Lender, at Lender's option prior to release of this Mortgage, when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the undeteriorated balance of this Mortgage, not including sums advanced in accordance with the security of this Mortgage, exceed the original amount of the Note plus US \$ — 3360.00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, whether or not paid by the holder of this Mortgage, if any.

23. Waiver of Foreclosure. Borrower hereby waives all right of homestead exemption in the property.

24. Waivers. In witness whereof, Borrower has executed this Mortgage.

Prior to entry of a judgment enjoining this Mortgagor, the Note and Notes Securing Future Advances, if any, had no acceleration accrued; (b) Borrower pays Lenters all sums which would be then due under this Mortgagage, the Note and Notes Securing Future Advances, if any, had no acceleration accrued; (c) Borrower pays Lenters all sums which shall remain in full force and effect as if payment had been made by Borrower, this Mortgagage and the obligations secured hereby shall remain in full force and effect.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sum secured by this Mortgage.

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

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest herein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any household interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

\* or if the borrower ceases to occupy the property as his principal residence  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. Protection of Lenders' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, but not limited to, eminently domain, insolvency, code enforcement, or arrangements of proceedings involving a bankruptcy or decedent, then Lender's option, upon notice to Borrower, may make such appearance as sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursements of condition of making the loan secured by this Mortgage. Borrower shall pay the premiums required to maintain such insurance or title insurance as is necessary to make the property insurable.

Unless Lesender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or accumulate shall pass to Lesender to the extent of the amount so applied.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is not otherwise affected by the damage, Lender may apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to collection of the debt.

All insurance policies and renewals thereof shall be in form acceptable to Lennder, Lennder may make good of loss if not made promptly to the insurance carrier and Lennder.

The insurance coverage exceeded the amount of coverage required to pay the premium, as reflected by this margin.

4. **Chargess:** Lenses, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgagage, and leasehold payments or ground rents, if any, in the manner provided hereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event Borrower shall make payment directly, Borrower makes payment Paying Person, who is entitled to the payment hereof. Borrower shall promptly furnish to Lender all notices of amounts due under this Paragraph, and in the event Borrower shall promptly discharge any debt or in not paid in such manner, by Borrower shall make payment Paying Person, who is entitled to the payment hereof.

3. Application of Principles. Unless appropriate law provides otherwise, all payments received by the Note and paragraphs 1 and 2 hereof, when so used, payable on the Note, when so used, shall be applied by Lender first in payment of amounts payable to Lender by Borrower under the Note and paragraphs 1 and 2 hereof, then to interest payable on the Note, and then to interest and principal on any other Advances.

Upon payment in full of all sums secured by this Mortgag e, Lender shall promptly refund to Borrower any Funds held by Lender. If under a graph is sold or the Property is otherwise acquired by Lender, Lender shall assign the sum secured by this Mortgag e, no later than man elately prior to the sale of the Property or its acquisition by Lender, any Funds held by shall apply, unless otherwise agreed by Lender, any Funds held by Lender in the time of application as a credit against the sum secured by this Mortgag e.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums, shall exceed the amount required to pay said taxes and premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either paid over to Lender or credited to Borrower's account with the Fund, as Lender may elect.

insurance premiums and sound reinsurance. Leader may not charge for holding and applying the Funds, analyzing and accounting for verifiable premiums and sound reinsurance. Leader is under no obligation to render a report to the Funds, unless Leader has made a charge for holding and applying the Funds, analyzing and accounting for verifiable premiums and sound reinsurance.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay all amounts due under instruments of principal and interest at the time of payment of taxes and insurance.

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