

## 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 .24TH. day of . . . OCTOBER . . . . ., 19. 87., 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 . . . 8935 .PROSPECT . . NILES . . ILLINOIS . . 60640 . . . . .

*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 8.25%. The Note interest rate may be increased or decreased on the 1ST. day of the month beginning on JUNE .01 . . . . ., 1987 . . . and on that day of the month every 12 . . 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 FUNDS, 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 1. 1/2 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 sum 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.

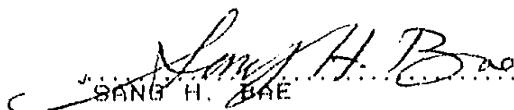
**C. PRIOR LIENS**

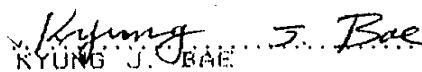
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of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

  
 SANG H. BAE ..... (Seal)  
 —Borrower

  
 KYUNG J. BAE ..... (Seal)  
 —Borrower

090998

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.  
**ADJUSTABLE RATE LOAN RIDER—6/81—FHLBC UNIFORM INSTRUMENT**

# UNOFFICIAL COPY

Property of Cook County Sheriff's Office

LOT ONE (1) IN BLOCK SIX (6), IN PATER'S MILWAUKEE AVENUE HEIGHTS, A SUBDIVISION OF THE SOUTHEAST QUARTER ( $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER ( $\frac{1}{4}$ ) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, LYING WEST OF MILWAUKEE AVENUE: ALSO THE NORTH HALF ( $\frac{1}{2}$ ) OF THE SOUTHWEST QUARTER ( $\frac{1}{4}$ ) OF THE SOUTHEAST QUARTER ( $\frac{1}{4}$ ) OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS:--COMMENCING AT A POINT ON THE CENTER LINE OF MILWAUKEE AVENUE 203 FEET SOUTHEASTERLY OF THE INTERSECTION OF THE CENTER LINE OF MILWAUKEE AVENUE AND THE NORTH LINE OF SAID SOUTHEAST QUARTER ( $\frac{1}{4}$ ): THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE 150 FEET: THENCE SOUTHEASTERLY PARALLEL TO THE CENTER LINE OF MILWAUKEE AVENUE 275 FEET: THENCE NORTHEASTERLY 150 FEET TO THE CENTER LINE OF MILWAUKEE AVENUE: THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MILWAUKEE AVENUE 275 FEET TO THE PLACE OF BEGINNING.

3667060

## UNOFFICIAL COPY

RECD

1603/10/230

0 5 0 0 / 0 6 0

This instrument was prepared by:

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

3667060

## MORTGAGE

THIS MORTGAGE is made this 24TH day of OCTOBER 1987, between the Mortgagor, SANG H. BAE AND KYUNG J. BAE, HUSBAND AND WIFE, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Borrower"), and the Mortgagee, 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 ONE HUNDRED THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated OCTOBER 24, 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 DECEMBER 01, 2017.

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:

3667060

PTN# 09-14-404-015  
 HA000

which has the address of 8935 PROSPECT, NILES,  
 (Street) (City),  
 ILLINOIS 60648, (herein "Property Address");  
 (State and Zip Code)

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.

# UNOFFICIAL COPY

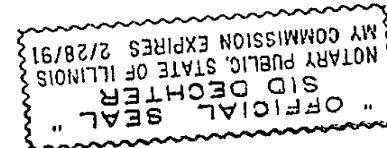
3667060

3667060  
00033

200

5

**Space below this line reserved for remarks and signatures**



My Commission expires:

24TH day of DECEMBER 1987

Act Four.

STATE OF ILLINOIS. County ss:

Journal

YOUNG G. BAE

10月刊

三九五

20. **Assignment of Rights; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of ninety days following judicial sale, Lender, in person, by agent or by judicially appointed receiver or by personal garnishment under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of ninety days following judicial sale, Lender, in person, by agent or by judicially appointed receiver or by personal garnishment under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. 20. **Assignment of Rights; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of ninety days following judicial sale, Lender, in person, by agent or by judicially appointed receiver or by personal garnishment under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. 21. **Future Advances.** Upon request of Borrower, Lender's option prior to release of this Mortgage, may make future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage, when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the independent sums advanced in accordance with this Mortgage exceed \$ 200,000.00. 22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge.

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

24. **Witness.** This instrument executed this 24th day of July, 19       by the parties hereto.

# UNOFFICIAL COPY

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 sums 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 same 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 therein 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

3601960

UNOFFICIAL COPY

7. Protection of Landlords' Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Landlord's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or receivership, then Landlord may make such appropriate notice to Borrower, and under such sums and take such action as is necessary to protect Landlord's interest, including, but not limited to, the recovery of all sums received by Borrower from Landlord.

Or post-purchase if the date of title transfer has passed to the monitory insurance agreement in writing, any such application of proceeds to principal, such not exceed such insatiables. It under paragraph 18 hereof the Property is received by Lender, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair of property damage, 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 adequately reestablished, the insurance proceeds shall be applied to collect and repay the insurance premium paid by Lender to Borrower for the insurance coverage carried by Borrower to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this mortgage.

All insurance policies and renewals thereof shall be in form acceptable to Leader and shall include a standard moratorium provision which shall provide for prompt notice to the insurance carrier and Leader, leader may make proof of loss if not made promptly by Borrower.

The insurance carrier providing coverage required to pay the sum secured by this Masterpolicy such coverage exceed that amount of coverage required to pay the sum secured by this Masterpolicy.

**3. Application of Payments** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

Upon payment of a sum secured by this mortgage, Lender shall promptly return to Borrower any Funds held by Lender. If necessary, paragraph 18 hereof shall be read prior to the sale of the Property for its acquisition by Lender, Lender shall assign his interest in the Property to the Buyer, and Lender shall be relieved of all liability under this Mortgage.

If the due dates of taxes, assessments, premiums and insurance monthly installments of Funds payable prior to the Funds held by Lemender, together with the future monthly installments of Funds payable monthly by Lemender to Borrower, exceed the amount required to pay said taxes, assessments, premiums and insurance monthly installments of Funds held by Lemender, together with the future monthly installments of Funds payable monthly by Lemender to Borrower, and any amount necessary to pay taxes, assessments, premiums and insurance monthly installments of Funds held by Lemender to Borrower, shall exceed the amount required to pay said taxes, assessments, premiums and insurance monthly installments of Funds held by Lemender to Borrower, and any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lemender to Borrower, or requesting payment thereof.

permits Lender to make sums such as charge. Borrower and Lender may agree in writing at the time of execution of this Mortgagage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires otherwise, each debt to the Funds shall be paid to Lender.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal agency if held in an institution the deposits or accounts of which are insured or guaranteed by a State agency.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and premiums of principal and interest payable under the Note, until the Note is paid in full, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this mortgage.