

Notice to Borrower: This Rider contains 2 special features: (1) The interest will change periodically based on changes in an index. Your scheduled monthly payment will also change periodically. (2) The outstanding principal balance of the loan may increase over time. This will happen if your scheduled monthly payment is not large enough to pay all of the interest due and the Lender lends you the difference under the terms of the Note.

This Rider is made this 25TH day of NOVEMBER, 1987, 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 CITY FEDERAL SAVINGS BANK (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 301 HARVEY AVENUE, DES PLAINES, IL 60016

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 CHANGES

The Note has an "Initial Interest Rate" of 7.750 %. The Note interest rate may be increased or decreased on the first day of the month beginning on JUNE 01, 1988, and every ONE month thereafter. The dates on which the interest rate may change are called the "Interest Rate Change Dates."

Changes in the interest rate will be based on changes in a measure of the cost of money called the "Index". The Index will be stated as a percentage figure. The Index at the beginning of this loan is the one following the box which is marked:

The Federal Home Loan Bank of San Francisco's Monthly Weighted Average Cost of Funds for the Eleventh District Savings Institutions.

The Lender may substitute a new measure of the cost of money as the Index if at any time the Index being used ceases to be publicly announced by its source. The substituted Index will be used to determine changes in the interest rate beginning with the first interest rate change after the substitution. Any substituted Index will be beyond the control of the Lender and will be readily available to and verifiable by Borrower.

Changes in the interest rate will not cause the interest rate to be greater than 13.900 % or to be less than 6.000 % during the life of the loan.

To set each new interest rate, the Note Holder will first determine the "Current Index" figure. The Current Index figure is the one available on the last business day of the month preceding each Interest Rate Change Date.

Before each Interest Rate Change Date, the Note Holder will calculate the new interest rate by adding TWO AND ONE-HALF percentage points (2.500 %) to the current unrounded index. The Note Holder will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Interest Rate Change Date.

B. MONTHLY PAYMENT CHANGES: CAPITALIZED INTEREST

The secured indebtedness is payable in monthly installments. Monthly payments will be applied first to the interest due and then to principal. The interest due may be greater than the current amount of Borrower's scheduled monthly payment.

In that case, the interest due which is greater than the Borrower's scheduled monthly payment will be advanced on Borrower's account by Lender and added to the outstanding principal balance under the Note, unless otherwise paid by Borrower. Such capitalized interest is part of the indebtedness for which the Security Instrument secures repayment.

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To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the 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 this Note, Borrower agrees to all of the above.

WITNESS

[Handwritten Signature]
.....

Maggie Dudney
MAGGIE DUDNEY

(Seal)
Borrower

David M. Rocchi
DAVID M. ROCCHI

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

Property of Cook County Clerk's Office

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It all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (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; and (c) transfer is made by death or devise.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 notifying 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.

PRIOR LIENS

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.

LOAN CHARGES

The Lender will set the monthly payment at an amount which would be sufficient to pay the loan in full over its remaining term assuming the then current rate does not change. In addition, the Lender may increase the Borrower's monthly payment at any time the total of the amount of interest capitalized as provided above since the beginning of the loan reaches \$ 9,585.00

On the fifth Monthly Payment Adjustment Date and on each succeeding fifth Monthly Payment Adjustment Date thereafter, the Borrower will begin paying the Full Payment as the monthly payment on the final Monthly Payment Adjustment Date. The final monthly payment due at maturity may be more than the scheduled monthly payment. Since the loan plan provides that the monthly payment is fixed for the last year of the loan term but the interest rate is subject to change every month, the monthly payments may not be sufficient to pay the loan in full if the interest rate increases. On the other hand, if the interest rate decreases, the final payment may be less than the scheduled payment.

On the Monthly Payment Adjustment Dates, the monthly payment changes will be limited to an increase or decrease of 7 1/2 % from the prior year's payment except as noted below.

- (a) the outstanding principal balance,
- (b) the then current interest rate, and
- (c) the remaining term of the loan.

On JANUARY 01, 1989 and every 12 months thereafter (the "Monthly Payment Adjustment Date"), Borrower's monthly payment will also be reset. In resetting the monthly payment on those dates, the Lender will determine the amount of the monthly payment on the basis of the following factors:

Borrower's monthly payment for the first 12 months will be in the amount of U.S. \$ 686.69

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RECORD AND RETURN TO:
CITY FEDERAL SAVINGS BANK
C/O CITYFED MORTGAGE COMPANY
10417 S. ROBERTS ROAD
PALOS HILLS, IL 60465

3670253

PREPARED BY: SUSAN C. FISHER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 25, 1987
The mortgagor is MAGGIE DUDNEY, MARRIED TO MICHAEL DUDNEY** AND
DAVID W. NOCCHI, MARRIED TO PATRICIA L. NOCCHI**

("Borrower"). This Security Instrument is given to City Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 125 BELMONT DRIVE, SOMERSET, NEW JERSEY 08873

("Lender"). Borrower owes Lender the principal sum of NINETY FIVE THOUSAND EIGHT HUNDRED FIFTY AND 00/100-- Dollars (U.S. \$ --95,850.00--). 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 term, if not paid earlier, due and payable on DECEMBER 1, 2017 . This Security Instrument obligates Lender: (a) the repayment of the debt evidenced by the Note with interest, and all renewals, extensions and modifications; (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 all purposes, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in Cook County, Illinois.

LOT 7 IN BLOCK 17 IN BRANIGAN'S CUMBERLAND TERRACE, BEING A SUBDIVISION IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER #04435.

TAX I.D. 05-15-105-89
D. H. O. 89

COMMONLY KNOWN AS: 301 HARVEY AVENUE
DES PLAINES, IL 60016

MICHAEL DUDNEY AND PATRICIA L. NOCCHI HAVE EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING ALL WAIVER OF HOMESTEAD RIGHTS OF THEIR SPOUSES, MAGGIE DUDNEY AND DAVID W. NOCCHI

which has the address of 301 HARVEY AVENUE DES PLAINES, ILLINOIS 60016 ("Property Address");
(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 rights and stock and all 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 unencumbered, 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.

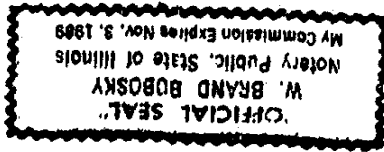
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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NOV 25 PM 3:50

HARRY (JUS) YURELL
REGISTER OF DEEDS



Submittal No. 3670253
Address: WIFE AND DAVID NOCCHI
Prom: WIFE AND DAVID NOCCHI
Del: HIS WIFE
Att: WIFE AND DAVID NOCCHI
Dec: WIFE AND DAVID NOCCHI
Address: WIFE AND DAVID NOCCHI
Notary: WIFE AND DAVID NOCCHI

ATTORNEYS' TITLE:
GUARANTY FUND, INC.
29 S. LASALLE 5th FLOOR
CHICAGO, IL 60603

3670253
MURKIN
3670253

My Commission expires: 11-3-89

W. BRAND BOBOSKY, Notary Public in and for said county and state, do hereby certify that STEVEN L. DUDNEY, personally known to me to be the same person(s) whose name(s) DAVID W. NOCCHI subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as DAVID W. NOCCHI free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 25th day of November, 1987.

STATE OF ILLINOIS, Du Page County ss:

***MICHAEL DUDNEY AND PATRICIA L. NOCCHI HAVE EXECUTED THIS MORTGAGE FOR THE SOLE PURPOSE OF PERFECTING ALL WAIVER OF HOMESTEAD RIGHTS OF THEIR SPOUSES, MAGGIE DUDNEY AND DAVID W. NOCCHI.

DAVID W. NOCCHI, MARRIED TO PATRICIA L. NOCCHI**
MAGGIE DUDNEY, MARRIED TO MICHAEL DUDNEY**
MICHAEL DUDNEY
PATRICIA L. NOCCHI

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.

- Adjustable Rate Plan
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

[Check applicable boxes] Supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. **Riders to this 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.

22. **Waiver of Homestead.** Borrower waives all right of homestead exemption in the Property.

21. **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.

20. **Attorney's Fees.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

19. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

18. **Acceleration.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

17. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 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 the right to assert in the foreclosure proceeding the nonexistence 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 19, including, but not limited to, reasonable attorney's fees and costs of the evidence.

16. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless 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 the right to assert in the foreclosure proceeding the nonexistence 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 19, including, but not limited to, reasonable attorney's fees and costs of the evidence.

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

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. 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, 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.

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.

10. 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.

11. Successors and Assigns Joint; 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.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is liberally 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.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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