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RIDER TO SECURITY INSTRUMENT

DOC. 022

This Security Instrument Rider is attached to and made part of a Security Instrument (Deed of Trust, Mortgage or Deed of Trust to Secure Debt) dated **1/7/88** given by the undersigned (the "Borrower") to secure Borrower's Note to **FIRST FAMILY MORTGAGE COMPANY, INC.** (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS: The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

(9) INTEREST RATE ADJUSTMENTS

(A) Definitions

'INDEX' MEANS THE WEEKLY AUCTION AVERAGE (INVESTMENT) RATE ON U.S. TREASURY BILLS WITH A SIX MONTH MATURITY, AS PUBLISHED BY THE FEDERAL RESERVE BOARD. IN THE EVENT SUCH INDEX IS NOT AVAILABLE, INDEX SHALL MEAN A SUBSTITUTE INDEX SELECTED BY NOTE HOLDER IN COMPLIANCE WITH FEDERAL LAW. 'INITIAL INDEX' MEANS THE INDEX RATE PUBLISHED BY THE FEDERAL RESERVE BOARD DURING THE WEEK PRIOR TO RECEIPT OF LOAN APPLICATION. THE INITIAL INDEX ON THIS LOAN IS 6.650%. 'CURRENT INDEX' MEANS THE INDEX VALUE MADE AVAILABLE BY THE FEDERAL RESERVE BOARD 45 DAYS PRIOR TO EACH CHANGE DATE.

"INITIAL DISCOUNT" The Initial Discount is **2.150 %**.

"MARGIN" The Margin is **2.750 %**.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date the Note is executed as shown in Section 2. It is equal to the initial Fully Indexed Rate less the Initial Discount.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every **SIXTH** regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Change Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

(B) INTEREST RATE ADJUSTMENTS

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follows. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in Section 3(A) above, to the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one-eighth of one percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than **1,000 PERCENT** from the rate of interest in effect during the preceding **SIX** months. The Interest Rate will never be more than **13.250 %** nor be in excess of five percentage points (5%) below the Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time.

4. PAYMENTS

(C) Amount of Monthly Payments. Monthly installments of principal and interest will be due on the first day of each month. Commencing on (date set forth in the Note), my monthly payments will be U.S. \$ (amount set forth in the Note), subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.


Borrower **CHRISTIAN A. HAENI** (read)
Date


Borrower **CLAUDINE M. HAENI** (read)
Date

Borrower _____ (read)
Date

Borrower _____ (read)
Date

Loan # **0010002048**

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Any amount thus unpaid when demand is made upon the Borrower under this paragraph, shall become additional debt due by the Borrower to the Lender under this Agreement.

7. Protection of Leenders' Rights in the Property: Mortgagor's Insurancce. If Borrower fails to perform the covenants and agreements contained in this Security Instrument or there is a legal proceeding that may significantly affect Leenders' rights in the property, Leenders' rights in the property may be protected by a loan which has priority over Leenders' rights in the property.

Instrumentum instrumentality prior to the acquisition.

Unless the Leader of either party otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the date of the monthly payments received by the Borrower, Borrower's right to any insurance policies in the possession of the Lender prior to the payment of principal and interest, except as provided by law.

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

Unless Lender or otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not released. If the restoration of the Property is not feasible due to damage, Lender may make payment of the insurance proceeds to repair or replace the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will begin offered to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or resolve the dispute or to settle a claim, when Lender may collect the insurance proceeds. Lender need not file a suit to recover his damages if he has a valid cause of action against the other party.

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

5. Standard Insurance. Borrower shall keep the unpaid amounts now existing or hereafter created on the Property insured against loss by fire, hazards included within the terms "extended covered", and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance company shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

borrower shall promptly pay over to the lender all amounts due and payable under this note, plus interest thereon at the rate of six percent (6%) per annum, plus attorney's fees and costs of collection, if any, and all other expenses of collection, including reasonable attorney's fees, incurred by the lender in connection with the enforcement of this note or any part hereof.

4. **Chargers, Lioms, Batteries** shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may accrue over this security instrument, and leases or rentals of any kind.

3. Application of Payments. Unless otherwise provided in the Note second, all payments received by Lender under

Upon an average, an individual's annual income is about \$1,000, and his annual expenses are approximately \$800.

If the amount of funds held by Lenders together with the future monthly payments of funds paid prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monушуday payable of funds, if the amount of the funds held by Lenders is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amounts necessary to make up the difference between the amount held by Lenders and the amount necessary to pay the escrow items when due.

Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made of application with
recipients interested to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender
shall give to Borrower, without charge, an annual accounting of the Funds' holdings and details on the Funds and the
purposes for which each deposit to the Funds was made. The Funds are pledged as additional security for the sum,
accrued by

The Funds shall be held in an institution the depositors of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, Lender pays the escrow items, Lender to make such a charge. Borrower and Lender pay their respective taxes on the Funds and applicable law permits Lender to make such a charge.

basis of current data and reasonable estimates of future scores items.

the pre-emptive right of the Note holder to require payment in full of the Note prior to the due date of the Note, and the Note holder's right to require payment in full of the Note prior to the due date of the Note if the Note holder has given notice to the Note debtor that the Note will be paid in full by the Note holder.

1. **ORGANIC COMPOUNDS**: **PREDOMINANTLY PREPARED** from simple **CHARGES**, **REMOVED** under **STANDARD CONDITIONS** and **FORMED** by **PROBLEMS**.

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10.10.01 general attorney or legal counsel of either party. Such filing is conditioned upon payment of \$1,000 by the obligee within ten days of filing. The filing fee is non-refundable and shall be paid to the Clerk of the Court of Common Pleas of Allegheny County, Pennsylvania, in addition to the filing fee.

If Lender requires Mortgage Insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium 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. In no event amount to more than \$100. Inspection will either 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 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; (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 finally interpreted so that the law, as for 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 instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law permits) 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 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 actions 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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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach 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 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. 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 attorneys' fees, and then to the sums secured by this Security Instrument.

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.

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

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. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 2-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider
 Other(s) [specify]

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.

Christian A. Haeni(Seal)
CHRISTIAN A. HAENI
—Borrower

Claudine M. Haeni(Seal)
CLAUDINE M. HAENI
—Borrower

(Space Below This Line for Acknowledgment)

COUNTY, SS: ILLINOIS, On Paul
I, the undersigned

, A NOTARY PUBLIC IN AND FOR SAID

COUNTY AND STATE, DO HEREBY CERTIFY THAT *Christian A. Haeni* and *Claudine M. Haeni*, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS

7th

DAY OF

January 1998

MY COMMISSION EXPIRES:

M. Laura Norwood

PREPARED BY:
JULIA DYKER
FIREWOOD AND RETURN TO:
FIRST FAMILY MORTGAGE COMPANY, INC.
2900 OGDEN AVENUE
ELGIN, ILLINOIS 60132
60602

Deed to
Addressee
Notified

Delivery Deed
Deed to
Address

Power of
Lawyer Comm. to

NOTARY PUBLIC

3579701
by
5/25/98

1111 40th Street, Suite 1A & 7th
Floor, Chicago, IL 60610
713.527.8400

OFFICIAL SEAL
M. Laura Norwood
Notary Public, State of Illinois
My Commission Expires May 1, 1990

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