

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this **SIXTH** day of **MAY**,  
19 **88**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust  
or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure  
Borrower's Adjustable Rate Note (the "Note") to  
**FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS** (the "Lender") of the  
same date and covering the property described in the Security Instrument and located at:

6925 W. 110TH STREET NORTH, ILLINOIS 60482

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE  
AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S  
ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM  
RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT  
THE ADJUSTABLE RATE TO A FIXED RATE.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of **7.25** %. The Note provides for changes  
in the adjustable interest rate and the monthly payments, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The adjustable interest rate I will pay may change on the first day of **JUNE**,  
1989, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change  
is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the  
weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available  
by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date  
is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable  
information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND  
75/100THS-----** percentage points (2.75 %) to the Current Index.  
The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%).  
Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next  
Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the  
unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate  
in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **10.25** %.  
or less than **5.25** %. Thereafter, my adjustable interest rate will never be increased or decreased  
on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying  
for the preceding 12 months. My interest rate will never be greater than **13.25** %, which is called  
the "Maximum Rate".

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment  
beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes  
again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount  
of my monthly payment before the effective date of any change. The notice will include information required by law  
to be given me and also the title and telephone number of a person who will answer any question I may have regarding  
the notice.

**B. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits  
to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me  
to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from  
an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on  
the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert  
to the new fixed rate is called the "Conversion Date."

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note identified  
*[Signature]*

FHMC# 337004

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ....THE 6TH DAY OF MAY.....  
19..88... The mortgagor is ....FRANCIS E. JULLEN, JR. AND PATRICIA J. JULLEN, HIS WIFE.....  
..... ("Borrower"). This Security Instrument is given to .....  
FIRST WESTERN MORTGAGE CORPORATION OF ILLINOIS....., which is organized and existing  
under the laws of ....THE STATE OF ILLINOIS....., and whose address is ..  
..... 540 North Dearborn Street, Chicago, Illinois 60607..... ("Lender").  
Borrower owes Lender the principal sum of ....FORTY THOUSAND AND NO/100THS--  
..... Dollars (U.S. \$40,000.00.....). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on .....JUNE 1, 2018..... This Security Instrument  
secures to 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 this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property  
located in ..... COOK..... County, Illinois:

LOT 3 IN FITZPATRICK'S RESUBDIVISION OF LOTS 1 AND 2 AND LOTS 7 AND 8 IN  
LYSEN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE  
OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON APRIL 16,  
1987, AS DOCUMENT NUMBER 3608535, IN COOK COUNTY, ILLINOIS.

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PERMANENT TAX# 24-18-307-054

which has the address of .... 6925 W. 110TH STREET....., NORTH.....  
(Street) (City)  
Illinois ..... 60482..... ("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 seised 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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Notary Public

The foregoing instrument was acknowledged before me this May 6, 1988  
by Francis E. Julian, Jr., a Notary Public, State of Illinois  
"OFFICIAL SEAL" (ersonal acknowledgement)

STATE OF **MISSOURI** COUNTY OF **Cook**  
SS: { **COOK**

MERCOURY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60602

S/167803

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BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY  
INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

FARNICS E. JULIEN JR. ....  
.....BORROWER  
.....(SIGN)

PATRICIA J. JULIEN  
.....BORROWER  
.....(SIGN)

(Space Below This Line for Acknowledgment)

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDEWAY'S EXECUTIVE(S) BYBORROWER AND RECORDED WITH IT.

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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property which are receivable by Lender due and then to the receiver shall be limited to the unpaid first to paymen  
t received by Lender from all sums received by the receiver under this instrument.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

23. Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the two documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument (hereinafter referred to as "the rider(s)"), unless otherwise provided in the rider(s).

19. Acceleration of Remedies: Remedies, Lender shall give notice to Borrower under written cover sheet 13 and 17 unless applicable law provides otherwise; (a) the notice shall specify: (a) the date required to cure the breach of any covenant in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise); (b) the date required to accelerate under paragraph 13 and 17 unless applicable law provides otherwise; (c) the date specified in the notice to Borrower to cure the breach of any covenant in this Security Instrument without demand and may require that Security Instruments be delivered by Lender shall be entitled to all expenses incurred to collect all expenses provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of litigation.

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**17.** **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.

**18. 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.

**19. 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.

**20. 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.

**21. Successors and Assigns Board; 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.

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

**23. 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.

**24. 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.

**25. 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.

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

**27. 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.

**28. 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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7. Protection of Lender's Rights in the Property; Alteration Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding in any suit, action or proceeding, or if there is a proceeding in bankruptcy, probate, for confirmation of a sale or to enforce liens or easements, and if the property is sold at public auction, or if the property is otherwise disposed of by law, Lender may take action under this paragraph 7, Lender does not have to do so.

Any actions disclaimed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these actions shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower.

6. **Possession and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or sustainably change the Property to deteriorate or commit waste. If this Security instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessor and

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments under paragraph 19 of the Property as acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument immediately prior to the acquisition.

Unless Lender and Borrower 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 lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, if the Property is damaged, it is the responsibility of the Lender to repair or replace the damaged property at his own expense.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Borrower.

5. Hazarded Insurance. Borrower shall keep the property now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and any other hazards required as stipulated in the insurance policy.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to preparation charges due under the Note; third, to amounts due under paragraph 2; fourth, to late fees due under the Note; and last, to principal due.

Upon payment in full of all sums received by this Security Instrument a receipted by Lender.

pledges for the funds are pledged as additional security for the sums secured by this Security Instrument.

Leander may pay bondholder interest on the funds and permits Leander to agree to terms and conditions that will be paid to the Bondholders. Any interest or earnings on the funds and permits will be paid to the Bondholders.

The Funds shall be held in an institution the deposits or accounts of which are insured by a federal or state agency (including Lender if Lender is such an institution). Under shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

One-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments of grounds rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly morverage premiums of permanent fixtures on the Property, if any. These items are called "accrued items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future accrual items.