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MORTGAGE RIDER (Adjustable Rate Loan)

Loan No. 83-58-06606 Date July 8, 1988

THE NOTE WHICH THIS MORTGAGE SECURES, CONTAINS, AMONG OTHERS, PROVISIONS FOR AN ADJUSTABLE INTEREST RATE, CHANGES IN THE MONTHLY PAYMENT AT PERIODIC INTERVALS AND INCREASES, UNDER CERTAIN CIRCUMSTANCES, IN THE PRINCIPAL AMOUNT OWED ON THE LOAN, WHICH PROVISIONS ARE AS FOLLOWS:

INITIAL INTEREST RATE AND MONTHLY INSTALLMENT PAYMENTS. The initial interest rate under the Note shall be 6.950 % per annum. Principal and Interest shall be payable in monthly installments initially of \$\frac{500.44}{30}\$ each, which is based on an amortization period of 30 years, to be applied first to interest on the unpaid balance and then to principal, beginning on the 1st day of September 19.88, and continuing on the 1st day of each month thereafter, until the 1st day of August . 2018 at which time the entire indebtedness evidenced by the the Note shall all become due and payable.

INTEREST RATE ADJUSTMENT PERIOD. The Borrower agrees that the interest rate under the Note shall be increased or decreased during the term theorem, as heringlier provided, with the first change to become reflective on the lat day of February . 19 89. and on the lat day of each month thereafter (the "Interest Adjustment Period").

INTEREST RATE ADJUSTMENT. The interest rate for each Interest Adjustment Period, as hereinabove described, shall be adjusted, as hereinafter set forth, at the commencement of each said Interest Adjustment Period to correspond directly to the movement of the Average Cost of Funds to Federal Savings and Loan Insurance Corporation — insured savings and loan associations, for the Federal Tone Loan Bank Board lith District (the "Index"), as computed monthly, puny ished and made available by the Board. In the event the Index is not published and made available, the Lender shall substitute any other similar index conforming to the Federal Home Loan Bank Board, or its successor, regulations. The adjusted interest rate for the Interest Adjustment Period shall equal the most recently available value of the Index at, or within ix months prior to, the date of the interest rate adjustment, plus 2500 % points. Provided however, the interest rate under the Note shall never be increased to more then 12.950 % or decreased to less than 950 % per annum. There shall be no further limitation on the mount of interest rate increases or decreases under the Note except as kereinafter set forth in the paragraph entitled "Naximum Rate of Interest". Except as hereinabove set forth, interest rate increases and decreases putsuant to the movement of the Index are mandatory. The fact that the holder may not have invoked a mandatory increase in the interest rate, in whole or in part, whether intentional or through mistake or inadvertence, shall not preclude the holder, at the next or any subsequent Interest Adjustment 'eriod, from adjusting the interest rate to that rate which would of the wise be determined at such Interest Adjustment Period pursuant to the terms of this paragraph, subject only to the limitations hereinabove set forth.

DEFERRED INTEREST AND INCREASING PRINCIPAL BALANCE. To the extent any monthly installment payment is less than the amount of interest accrued during the month with respect to which the installment is payable, the difference shall be added to the principal of the loan as of the due date of the installment and thereafter shall bear interest as part of the principal ("Additions to Principal").

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annually thereafter (the "Loan Year"). The Monthly Installment Payment amount shall be adjusted so that it shall be equal to that amount required to amortize the unpaid principal balance, including any Additions to Principal, after the Monthly Installment Payment for August of each Loan Year is applied, together with interest day thereon at the rate of interest in effect as of the lst day of August of each Loan Year, by the end of the original amortization period. Provided however, in no event shall any annual adjustment of the Monthly Installment Payment be adjusted to exceed a maximum increase of $\frac{7.500}{}$ % over the amount of the Monthly maximum increase of $\frac{7.500}{}$ % over the amount of the Monthly Installment Payment in effect for the immediately preceding Loan Year; provided further, however, at the option of the holder of the Note, the above described $\frac{7.500}{}$ % limitation on the amount of the increase to the Monthly Installment Payment shall not apply at the time of the fifth annual adjustment to the Monthly Installment Payment, and the annual adjustments to the Monthly Installment Payments for each five years adjustments to the Monthly Installment Payments for each five years thereafter, when there shall be no limit on the amount of the increase to the annual adjustment of the Monthly Installment Payment. The adjusted Monthly Installment Payment shall remain fixed during the remainder of such Loan Year, notwithstanding changes in the interest rate under the Note during such Loan Year, until the time for the next annual Monthly Installment Pryment adjustment as herein above set forth. Provided however, notwitestanding anything to the contrary contained herein, in the event at any time during the term hereof, the unpaid principal balance of the Note, including Additions to Principal, shall exceed 125% of the original principal and the original and the origin of the original principal balance of the Note, the Monthly Installment Payment shall be immediately adjusted so that it shall be equal to that amount required to amortize the then unpaid principal balance of the Note, including any Additions to Principal, at the then existing interest rate, by the end of the friginal amortization period. The exercise of this adjustment shall not affect the next annual Monthly Installment Payment adjustment period, or any subsequent annual Monthly Installment Payment adjustment period, pursuant to the terms hereof.

NOTICE OF PAYMENT ADJUSTMENT. At 1 ast thirty but not more than 120 days before the $\frac{1}{1}$ day of $\frac{1}{1}$ ast thirty but not more than 120 days before the $\frac{1}{1}$ day of $\frac{1}{1}$ and $\frac{1}{1}$ of each Loan Year during the term of the Note, the Leider shall send written notification to the Borrower stating, among other things, the new Monthly Installment Payment amount, any change in the interest rate and any change in outstanding principal balance.

MAXIMUM RATE OF INTEREST. If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the chrige to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose make this refund by reducing the principal I owe under this Note or bу making a direct payment to me. If a refund reduces principal, reduction will be treated as a partial prepayment.

reduction will be treated as a partial prepayment.	O _{/Sc.}
Executed this 8th day of July , 1	1988
michael Bo Taniello	
Michael B. Tamillo	

3722948

[Space Above This Line For Recording Data] -

MORTGAGE

("Borrower"). This Security Instrument is given to

A neriMac Savings Bank, F.S.B., which is organized and existing
under the laws of The State of Illinois, and whose address is 2. Crossroads of Commerce. Ste 740. colling Meadows. IL 60008 ("Lender").
Borrower owes Lender the pursipal sum of Seventy five thousand six hundred and 00/100's----Dollars (U.S. \$.75,600,00,.....). This debt is evidenced by Borrower's note 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 (e) 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

Lot Nine(9), Lot Ten(10), and Lot Elever(11)(except the North 8 feet) in Block Two (2) in Mitchell's Addition to Arlington heights, being a Subdivision of the North East Quarter of the North East Quarter of Section 30, Township 42 North, Range 11, ounty. East of the Third Principal Meridian, in Coo. County, Illinois.

PIN#: 03-30-205-007

Arlington Heights which has the address of 1020 N. Mitchell (Street) .60005..... ("Property Address");

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.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

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

30. IL 60603

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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 of settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is an horized 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 Net 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 restricts of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and ben fit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and recements 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 co-regrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with rigard to the terms of this Security Instrument or the Note without

that Borrower's consent.

12. Loan Charges. If the loan secured by this Scouring Instrument is subject to a law which sets maximum loan charges, and that law is finally 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any such loan charges shall be reduced by the amount necessary to reduce the charges to reduce the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charges to r

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, nall 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's ben 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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requesting payment.

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

Lender may take action under this paragraph 7, Lender does not have to do so. in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the fee title shall not merge unless Lender agrees to the merger in writing.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Horrower shall not destroy, damage or substantially

Instrument immediately prior to the acquisition. postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and on ceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Is acquired by the Security

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

restoration or repair is not economically feasible or Lender's security would be lessened, the maurance proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened, the maurance proceeds shall be borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has officed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the property or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the collect the pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceed. 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 of the property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borio'ver subject to Lender's approval which shall not be insured against loss by fire, hazards included within the term "" kiended coverage" and any other hazards for which Lender requires. The requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The 5. Hazard Insurance. Borrower shall keep the in provements now existing or nereafter erected on the Property of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lies or also or more of the actions set forth above within 10 days agrees in writing to the payment of the obnestion scaused by the lien in a manner acceptable to Lender; (b) contests in good lish by, or defends against enforcement of the lien in the proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture control the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender abnording the lien, to this Security Instrument. If Lender determines that any part of agreement satisfactory to Lender abnording the lien, to this Security Instrument. It Lender determines that any part of the Property is autisfactory to Lender abnording the lien, to this Security Instrument. Lender and give Borrower a security is autising the lien which may attain priority over this Security has any satisfactions the lien. Borrower a privational the lien. Borrower shall promptly discharge at y lien which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments. pay them on time directly to the person awed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lot lower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

Note; third, to amounts payably under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Porrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any, property which may attain prio ity over this Security Instrument, and leasehold payments or ground rents, if any,

than immediately raior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a cred, a gainst the aums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later

amount necessary to make up the deficiency in one or more payments as required by Lender.
Upor payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be. If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law tender into pays to be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the professering of the Funds for the 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. I. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due