## UNOFFICIAL COPY 1

#### ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this13th day of . September be deemed to amend and supplement the Mortgage, Deed o ment'') of the same date given by the undersigned (the "Borro	of Trust, or Deed to Secure Debt (the "Security Instru-	
(the "Lender") of the same date (the "Note") and covering located at 10373 Dearlove Road, Unit #3	the property described in the Security Instrument and	
	rty Address	
Modifications. In addition to the covenants and agrees	ments made in the Security Instrument, Borrower and	
Lender further covenant and agree as follows:	NOTE	
A, INTEREST RATE AND MONTHLY PAYMENT CHA The Note has an "Initial Interest Rate" of . 6.9. %. The	NUES	
	19 89 and on that day of the month every	
12. months thereafter.		
Changes in the interest rate 1 to governed by changes in an	interest rate index called the "Index". The Index is the:	
[Check one hox to indicate Index.]		
(1) []* "Contract Interest Rate, Purchase of Previou	isly Occupied Homes, National Average for all Major	
Types of Lenders" published by the Federal Nome Loan Ba	nk Board.	
(2) XXX Federal Home Loan Bank, 11th, District	.Cost.of. Funda	
(Check one box to indicate whether there is any maximum Lartern changes in	the interest rate on each Change Date; If no box is checked there will	
he no maximum limit on changes.]	<b></b>	
(1) I   There is no maximum limit on change in the i	nterest rate at any Change Date.	
(2) KIXThe interest rate cannot be changed by mute if the interest rate changes, the amount of Borrowei's mo	onthly payments will change as provided in the Note. In-	
creases in the interest rate will result in higher payments. Dec	reases in the interest rate will result in lower payments.	
B. LOAN CHARGES It could be that the loan secured by the Security Instrume	which to a law which sets maximum from charges	
and that law is interpreted so that the interest or other loan ch	parges in Secret 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) a	any sums already collected from Borrower which exceed-	
ed permitted limits will be refunded to Borrower. Lender ma	y choose to make this refund by reducing the principal	
owed under the Note or by making a direct payment to Borr	ower.	
C PRIOR LIENS	`O.	
If Lender determines that all or any part of the sums se	cured by this Security instrument are subject to a lien	
which has priority over this Security Instrument, Lender may	send Borrower a notice identifying that lien. Borrower	
shall promptly act with regard to that lien as provided in par	ragraph 4 of the Security instrument or shall promptly	
secure an agreement in a form satisfactory to Lender subord	inating that lien to this Security Instrument.	
D. TRANSFER OF THE PROPERTY	The first formula the second of the second o	~
If there is a transfer of the Property subject to paragraph	in (or removal of) the limit on the environt of any one in.	'
an increase in the current Note interest rate, or (2) an increase i terest rate change (if there is a limit), or (3) a change in the Base	in (or removal or) the finite of the as something of any one in the	ž
terest rate change (if there is a limit), of (3) a change in the base waiving the option to accelerate provided in paragraph 17.	e index rigure, or all or these, as a certain on or bender a	Ę
By signing this, Borrower agrees to all of the above.		Š
by signing this, northwell agrees to an in the appear	F	
	X Leodora H. Landicho (Seal)	
	Teodora H. Landicho – Bossower	
	40-41	
•		
	Borrower	

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

3239041

# UNOFFICIAL TOPPY

THIS CONDOMINIUM RIDER is made this 13th	day of September
and is incorporated into and shall be deemed to amend and "Security Instrument") of the same date given by the understanding the same date given by the same date given by the understanding the same date given by the same	supplement the Mortgage, Deed of Trust or Security Deed (the signed (the "Borrower") to secure Borrower's Note to
of the same date and covering the Property described in the	ge-Corporation (the "Lender") Security Instrument and located at:
10373 Dearlove Road, Unit	#3C. Glenview, Il., 60025
The Property includes a unit in, together with an undivide	ed interest in the common elements of, a condominium project
known as: Regency Condom	
[Name of Co	ndominium Project)
(the "Condominium Project"). If the owners association	or other entity which acts for the Condominium Project (the
includes Borrower's interest in the Owners Association and	
Borrower and Lender further covenant and agree as follows:	covenants and agreements made in the Security Instrument,
A. Cot.do-inium Obligations. Borrower shall per	rform all of Borrower's obligations under the Condominium
Project's Constituent Documents. The "Constituent Docu creates the Condominium Project; (ii) by-laws; (iii) code of promptly pay, when our, all dues and assessments imposed p	ments" are the: (i) Declaration or any other document which egulations; and (iv) other equivalent documents. Borrower shall bursuant to the Constituent Documents.
B. Hazard Insular & So long as the Owners Associant of "master" or "blanket" policy on the Condominium Project	iation maintains, with a generally accepted insurance carrier, a which is satisfactory to Lender and which provides insurance
coverage in the amounts, for the periods, and against the within the term "extended coverage," then:	hazards Lender requires, including fire and hazards included
(i) Lender waives the provision in Uniform C the yearly premium installments for hazzri insurance on the	ovenant 2 for the monthly payment to Lender of one-twelfth of
(ii) Borrower's obligation under Uniform Cov	renant 5 to maintain hazard insurance coverage on the Property
is deemed satisfied to the extent that the required coverage is Borrower shall give Lender prompt notice of any laps	e in required hazard insurance coverage.
In the event of a distribution of hazaro insurance p	proceeds in lieu of restoration or repair following a loss to the
Property, whether to the unit or to common elements, any	proceeds payable to Borrower are hereby assigned and shall be
paid to Lender for application to the sums secured by in a Sec	urity Instrument, with any excess paid to Borrower.
C. Public Liability Insurance. Borrower shall take	such actions as may be reasonable to insure that the Owners
Association maintains a public liability insurance policy ac to	rptable in form, amount, and extent of coverage to Lender. In, for damages, direct or consequential, payable to Borrower in
D. Connembation, The proceeds of any award of cla	any part of the Property, whether of the unit or of the common
elements, or for any conveyance in lieu of condemnation, a	re hereby essigned and shall be paid to Lender. Such proceeds
shall be applied by Lender to the sums secured by the Securit	y Instrumen' as provided in Uniform Covenant 9.
E. Lender's Prior Consent. Borrower shall not, ex	xcept after notice to Lender and with Lender's prior written
consent, either partition or subdivide the Property or consent	to:
i) the abandonment or termination of the C required by law in the case of substantial destruction by fire	ondominium Project, except for abandonment or termination or other casualty on it, the case of a taking by condemnation or
eminent domain:	
Lender:	nstituent Documents if the provision is for the express benefit of
	and assumption of self-management of the Owners Association;
ha (lluners Association unaccentable to Lenger.	rendering the public liability insurence coverage maintained by
F. Remedies, If Borrower does not pay condominium	m dues and assessments when due, the 1 ender may pay them.
Any amounts disbursed by Lender under this paragraph Fish instrument. Unless Borrower and Lender agree to other term	all become additional debt of Borrower segured by the Security as of payment, these amounts shall bear interest from the date of a rest, upon notice from Lender to Borrower requesting payment.
By Signing Below, Borrower accepts and agrees to the term	ns and provisions contained in this Condominium Rider.
	P , , , , , , , ,
	Teodora H. Landicho (Seal) Teodora H. Landicho
	Teodora H. Landicho Borrower
	(Seal)
	Bôrrower

### **UNOFFICIAL CORY** 4

#### MORTGAGE

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\$	3739041
H35514/11/11058 DB (AD)	(Space Above This Line For Recording Date)  MORTGAGE
1111	MORTGAGE
1585H	THIS MORTGAGE ("Security Instrument") is given on

which has the address of 19373 . Dearlove.	Road, Unit.#3C, Glenview [Street]	(City)
Iilinois60Ω25	. ("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.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without farther demand and may foreclose this Security Instrument by judicial proceeding. before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by

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'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 Bound; 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 for recute 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 a commodations 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 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. Londer 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 the principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. Paractment or expiration of applicable laws has the effect of

13. Legislation Affecting Lender's Rights. I 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 each the 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 Londer 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 the 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 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 power oin full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws 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 su n. s 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 has 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.

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

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insurance terminates in acco dance at picable law. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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 Borrower and Lender agree to other terms of payment, these amounts shall bear interest from

Any amounts disbursed by Lender under this paragraph? a shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repulra. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security regulations), then Lander 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 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. Borrower shall not destroy, damage or substantially Instrument immediately prior to the acquisition.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal small or extend or เบองปฏ สา ออเวอน อนุว นอนพ

the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3t-dry period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceder to repair or restore Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the France carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any extess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the maurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened if the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall Mapplied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrowir.

all receipts of paid premiums and renewal notices. In the event of loss, Borrower, it give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Porrower 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 Borrowe' at blect to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "extc... .ed coverage" and any other hazards for which Lender

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of prevent the enforcement of the lien or fortelture of any part of the Property, or (c) secures from the holder of the lien an faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to agrees in writing to the payment of the obligation a set red by the lien in a manner acceptable to the Lender; (b) contests in good

Borrower shall promptly discharge any lier, which has priority over this Security instrument unless Borrower: (a)

receipts evidencing the payments.

to be paid under this parngraph. If Bortower makes these payments directly, Borrower shall promptly furnish to Lender pay them on time directly to the person when payment. Borrower shall promptly furnish to Lender all notices to amounts Borrower shall pay these obligations in he manner provided in paragraph 2, or if not paid in that manner, Borrower shall Property which may attain priectly over this Security instrument, and leasehold payments or ground rents, it any, 4. Charges; Liens. Borrol or shall pay all taxes, assessments, charges, fines and impositions attributable to the

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

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

application as a creat against the sums secured by the Security Instrument.

than immediately arive to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later Upon payn ent in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by the Lender is not sufficient to pay the eserow 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 the 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 the Funds payable prior to

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the requires interest to be paid, Lender shall not be required to pay Borrower interest or earnings on the Funds. Lender Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may not charge for holding and applying the Funda, analyzing the account or vertlying the escrow items, unless 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. mortgage insurance premiums, if any. These items are called "escrow items". Lender may estimate the Funds due on the leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums; and (d) yearly one-tweath of (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay 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 UNIFORM COVENAUTS. Borrower and Lender convenant and agree as follows: