

# UNOFFICIAL COPY

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THIS ADJUSTABLE RATE RIDER is made this 8<sup>TH</sup> day of MARCH, 1989, 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 Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2704 N RACINE

CHICAGO  
(Premises Address)

IL 60614

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

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

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

The Note provides for an initial interest rate of 9.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**B. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the first day of APRIL, 1989, 92, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the national monthly median cost of funds for F.I.L. Insured Savings Institutions, as made available by the Federal Home Loan Bank. 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 ONE HALF percentage points (2.50 %) 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 that I am required to pay at the first Change Date will not be greater than 11.250 % or less than 9.250 %. Thereafter, my 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 twelve months. My interest rate will never be greater than 14.250 %, or less than 9.250 %.

**(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 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.

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan application and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

ADJUSTABLE RATE RIDER  
SD 1989

21  
JULY 1988 EDITION

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AS SIGNING BELOW, I, the undersigned, do agree to the terms and conditions contained in this addendum.

PATRICK L. O'GALLAGHER

*[Signature]*

(S-21) (S-21)

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**Assume control of your life.**

THIS 1-4 FAMILY RICER is made this 8TH day of MARCH, 19 89,  
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 Note to  
STANDARD FEDERAL SAVINGS & LOAN ASSN OF CECO (the "Lender")  
of the sum due and payable the property described in the Security Instrument and located at:

2704 • RACING

CHICAGO

IL 4001A

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

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not use, upon or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LEADS.** Except as permitted by federal law, Borrower shall not allow any Non-Insider to the  
Security Depository to be preferred against the Priority without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Coverage S.

**D. INFORMATION REQUESTED OR RELATED TO REQUESTS FOR RECORDS** - The term "records" as used herein shall mean:

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and thereby direct each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's exercise of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and put an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all sums received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the same account; (ii) the Security Instrument; (iii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iv) any arrears of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the extent of such arrears.

Broker has not exercised any prior assignment of the rights it does not and will not perform any act that would prevent Broker from exercising its rights under this agreement.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Secured Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

**BY SIGNING BELOW, Participants acknowledge and agree to the terms and conditions contained in the [DHS-1 Family Policy](#).**

**PATRICE L. O'CAMPO**

**UNOFFICIAL COPY**

*Property of Cook County Clerk's Office*

# ADJUSTABLE UNOFFICIAL COPY

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## MORTGAGE

THIS MORTGAGE ("Mortgage") is given on MARCH 9,  
1965 by ~~Patricia L. O'Connor~~, a single woman,

("Borrower"), whose address is given to

STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHICAGO,  
which is a federal savings and loan association of the United States of America, and whose address is  
4112 S. Drexel Avenue, Chicago, Illinois 60632  
(("Lender")).

Borrower owes Lender the principal sum of

**TWO HUNDRED SIXTY-THREE THOUSAND DOLLARS & NO CENTS**

Dollars (\$216,300.00)

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 APRIL 1, 2019. This Security Instrument secures to Lender: (a) the repayment of the debt demanded 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:

described as COOK

County, Illinois:

LOT 4 IN THE SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTH 1/2 OF THE SOUTH 1/2 OF BLOCK 8 IN THE  
SUBDIVISION OF BLOCK 44 IN ZIPPER YARDS' ADDITION  
TO CHICAGO, IN SECTION 29, TOWNSHIP 40 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN DOOR COUNTY, ILLINOIS.

14-29-306-036

which has the address of 3704 N RACINE street, CHICAGO, ILLINOIS

Illinois 60614 (the "Property Address").

TOGETHER WITH all the improvements now or hereafter created on the property, and all covenants, rights, appurtelements, 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 vested 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 covenants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for adjusted rate and non-adjustable covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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If Lender received monies deposited on 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 sum required by this Security Instrument, whether or not 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 sum 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 sum 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 Borrower 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 sum secured by this Security Instrument, whether or not due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not extend or postpone the due date of 2 or monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**10. Borrower Not a Successor; Performance By Lender Not a Waiver.** Borrower of the time for payment or modification of amortization on the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not, by virtue of reliance 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 sum secured by this Security Instrument by reason of any default 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 Clause; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the co-signers 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 contingently liable on 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 sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charge.** If the loan secured by this Security Instrument is subject to a law which permits certain 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 sum 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 action specified in the second paragraph of paragraph 17.

**14. Notice.** 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 those 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 Reinstatement.** 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) 3 days (or such other period as applicable law may provide 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: (a) Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (ii) cures any default of any other covenants or agreements; (c) pays all expenses incurred by 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 title 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 accrued thereby shall resume full effect as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 11 or 13.

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**Any amounts disbursed by Lender under this paragraph shall be non-negotiable debts of the borrower created by this security instrument. Lender under this paragraph, shall be non-negotiable debts of the borrower created by this security instrument at the Note rate and shall be payable, with interest, from time to time, to Lender to cover the sum of disbursements and losses arising out of other terms of payment, than those herein provided.**

7. Promotion of Lander's Rights in the Property Sector. If Government fails to perform the economic and administrative functions mentioned in this document may seriously affect the rights of Lander's Rights in the Property Sector. To the merger in writing.

4. **Perpetual easements and easements of Right-of-Way.** Landholders, Borrower shall not destroy, damage or subdivide wholly change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if short-term, acquire fee title to the Property. The lessee shall and

Under the Law under and otherwise agree in writing, any application of processes to principles, shall not extend or limit the scope of the Property; or; c) the assignee shall pass to the creditor to the extent of the sum so used by this Society under paragraph 10 the Property in question by Lender, Borrower, or any trustee, or any other person who may have charge of the property, and 2) to change the amount of the sum so used by the creditor.

8. **External Standard.** Dose-response shall keep the in vitro systems now existing or hereafter established on the Prostaglandin E2 paper.

Notaries shall prominently display over this Secrecy Seal their name, address, and telephone number.

**4. Crediting Losses.** A creditor shall pay all losses, expenses, charges, taxes and indemnifications attributable to the property which may accrue prior to the seizure, garnishment, and replevin, and replevin proceedings, or ground rents, if any, so far as such losses, expenses, charges, taxes and indemnifications are due, and may sue to recover the same.

the decision of a court, according to the same, accurred by this Society's instrument.

Under the name of the Society of Friends, or Quakers, there was a Society in New England, founded by John Howe, in 1652, which was composed of persons who had been members of the Society of Friends, and who had left it, because they could not bear to see the sale of their property or the acquisition by Leaver, any funds held by Leaver, no longer in the hands of Friends.

The first section of the paper deals with the structure of the system, followed by a discussion of the properties of the system. The second section is concerned with the properties of the system.

Proposed by the National Council of Negro Women, funds were pledged as follows:

The Poles shall be held in an institution the depositors of which are insured by a Federal or State bank and members of either class of title company.