

3984008

## UNOFFICIAL COPY

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3984008

BOX 166

410 30984008  
IN PUBLIC USE  
1991 JUL 30 PM 3:08

1991 JUL 30 PM 3:08  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

(Space Above This Line For Recording Data)

## ADJUSTABLE RATE MORTGAGE

Subj. # 3984008  
Add'l. #  
Prefixed to  
Dated: 07/29/91  
Address:  
Dec'd to:  
Acct. #  
Name:

SALE  
GREATER ILLINOIS  
TITLE COMPANY  
BOX 116  
4/03098

THIS MORTGAGE ("Security Instrument") is given on JULY 29, 1991 . The mortgagor is

WARD C LINDSTROM AND CAROLINE C LINDSTROM, HIS WIFE

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

STANDARD FEDERAL BANK FOR SAVINGS

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND DOLLARS & NO CENTS

Dollars (U.S. \$ 70,000.00 ).

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 SEPTEMBER 1, 2006 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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 33 IN CLARK'S SUBDIVISION OF THE WEST HALF OF BLOCK 8 IN STEWART'S SUBDIVISION OF THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SOGF-868

PIN #19-01-305-031-0000

which has the address of 4332 S RICHMOND  
Illinois 60632 [Zip Code]

("Property Address");

CHICAGO

[Street, City],

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Form 301A 9/80

Page 2 of 8

Form 301A 9/80

more of the actions set forth above within 10 days of the giving of notice. This Security Instrument, Lender may give Borrower a notice identifying the lien or take one or this Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach prior to the enforcement of the lien. Borrower shall satisfy the lien or enforce the lien; or (c) Secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or demands against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the writing to the payee of the instrument of the obligation executed by the Lender; (b) contains in good faith the lien Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of summons to be filed under this paragraph, to the person owed payment, Borrower shall furnish to Lender a copy of the summons to be filed in court number, Borrower shall pay the claim on time directly these obligations in the number provided in paragraph 2, or if not paid in due time, Borrower shall pay which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay

4. **Charges:** Lenes, Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property third, to interest, to principal due; and last, to any late charges due under the Note; and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

5. **Application of Payments:** Unless applicable law provides otherwise, all payments received by Lender under paragraph

this Security Instrument, of the Property, shall apply any funds held by Lender at the time of acceleration or sale as a credit against the sums secured by Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acceleration or sale

Upon payment in full of all sums secured by this Security Instrument, Lenes shall promptly refund to Borrower any

these payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts pledged as addition security for all sums secured by this Security Instrument to the Funds was made. The Funds are pledged as addition security for the deficiency in no more than shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in accordance with the following, however, the amount necessary to pay the Funds when due, Lender may so notify Borrower in writing, and, in such case Borrower shall sufficient to pay the Funds when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to b; held by applicable law, Lender shall account to Borrower

debt to the Funds with charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that, interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or

a charge, however, Lender may require Borrower to pay a one-time charge for an independent recht title reporting service

verifying the facts, Lender may require Borrower for holding and applying law per unit, Lender to make such

Federal items, unless Lender may not charge the same for holding and applying law per unit, or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

(including Lender, if Lender is such as mentioned) or in any individual item under the Note, or entity

The Funds shall be held in a institution whose depositors are insured by a federal agency, insurability, or entity

Excess items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditure of future Lender to lesser amounts, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974, is demanded from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless notice law that applies to the Funds related mortgage loans, may require Borrower's account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount under for a federally the provisions of paragraph 8, in lieu of the payment of insurance premium. These items are called "Excess items."

If any, (c) yearly mortgage insurance premiums, if any; and (d) any sum payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly leasehold premiums,

and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments and Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principals of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. **Payment of Principal and Interest:** Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for natural use and non-natural uses with limited

and will defend generally the title to the Property is unique and defendant, subject to any encumbrance of record, grants and conveys the Property to the Lender, until the date of the conveyance, except for encumbrances of record, Borrower waives

BORROWER COVENANTS that Borrower is lawfully elected of the estate hereby conveyed and has the right to mortgage.

Instrument, all of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All improvements and addenda, appurtenances, and

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender 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 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 would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 21 the Property is required 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.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights 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 Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed 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 amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** 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 mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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Page 6 of 6

Form 3014 9/90

Digitized by srujanika@gmail.com

This instrument was prepared by: 3960 W 95TH ST EVERGREEN PARK, IL 60642-1984

I, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appear before me this day in person, and acknowledge that _____	
I have read and delivered the said instrument, and acknowledge that it is my voluntary act, for the uses and purposes herein set forth.	
Given under my hand and affixed hereto this 29th day of April 1993.	
<div style="border: 1px solid black; padding: 5px; display: inline-block;">           My Commission Expires            May 29, 1993            Notary Public, State of Illinois            Yolanda Belts         </div>	

1. *The Underworld*, Ward C Lindstrom and Carolynne C Lindstrom, His Wife  
, a Notary Public in and for said County and who do hereby certify  
that

STATE OF ILLINOIS,  
County of DeKalb

Social Security Number 346-30-4963  
Name CAROLINE C LINDSTROM  
Maiden Name MURRAY  
Address 111 N. Main Street  
City Horrocks  
State Wisc  
Zip Code 54131  
Age 21  
Sex F  
Marital Status Single  
Employment Status Homemaker  
(See) \_\_\_\_\_  
Signature Caroline Lindstrom

**Social Security Number** \_\_\_\_\_

Map C LINDSTROM 360-32-5148  
Scale 1 mile = 1600 feet  
Burriger

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Community

Ballouan Rider       V.A. Rider  
 Second Home Rider       Race Improvement Rider  
 Other(s) [specify] \_\_\_\_\_

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Goodwill Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Grandfathered Pyramid Rider
<input checked="" type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Goodwill Rider	<input type="checkbox"/> Goodwill Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Grandfathered Pyramid Rider

Security instrument, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement the convenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. Check applicable box(es).

24. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this

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**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 as if no acceleration had occurred; (b) cures any default or 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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GCC

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16. **Borrower's Copy:** Borrower shall be given one conforming copy of the Note and of this Security Instrument.

13. **GOVERNMENT SECURITY**. This security instrument shall be governed by federal law and the law of the state where it is located.

14. Moreover, any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it to the address set forth above or to the address last known to the Borrower or Lender, within five days after the date provided for in this paragraph.

Ex. Loan Charge, if the loan secured by this Security Instrument is as stated in the Note, which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the reduction of principal under the Note will be reduced to a minimum without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment until paid to Borrower. Under this clause to make this refund by reducing the principal owed under the Note as by making a direct payment to Borrower, it is refund rediges principal, the reduction will be treated as a partial prepayment until paid to Borrower. Under this clause to make this refund by reducing the principal owed under the Note as by making a direct payment to Borrower, it is refund rediges principal, the reduction will be treated as a partial prepayment until paid to Borrower.

12. Security Instruments shall bind and benefit the successors and assigns of Co-signers, The co-signers and agreeements of this Security Instruments shall bind and benefit the successors and assigns of Lender and Borrower, unless otherwise provided by the Note.

11. Borrower Will Release: Forfeiture Notice 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 release the liability of the original Borrower or Borrower's successors in interest if Borrower fails to pay the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower for a period of one year from the date of the original 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.

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.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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 impound, either to recondition or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the amounts received by Borrower and Lender shall be reduced by the amount of the proceeds multiplied by 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

10. **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 assented and shall be paid to Landlord.

9. Inspection, Lender or its agent may make reasonable inspections upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

payments may no longer be received, at the option of Lender, if monies due insurance coverage (in the amount and for the period that Lender receives payment) provided by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain insurance coverage in effect, or to provide a loss reserve, until the requirement for more rigorous insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this **29TH** day of **JULY**, **1991**,  
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 BANK FOR SAVINGS  
4192 S. ARCHER AVE., CHICAGO, ILLINOIS 60632 (the "Lender")  
of the sum due and covering the Property described in the Security Instrument and located at:

4332 S RICHMOND

CHICAGO  
(Property Address)

IL 60632

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument,  
Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the  
Property described in the Security Instrument, the following items are added to the Property description, and shall  
also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every  
nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the  
Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling,  
electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control  
apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers,  
disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain  
rods, attached mirrors, cabinets, paneling and attached floor coverings now or hereafter attached to the Property,  
all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the  
Property covered by the Security Instrument. All of the foregoing together with the Property described in the  
Security Instrument (or the household estate if the Security Instrument is on a household) are referred to in this 1-4  
Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to 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.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior  
to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other  
hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first  
sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining  
covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. 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 G, the word "lease" shall mean "sublease" if the Security Instrument is on  
a household.

398-1008



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**Y** 5001041999  
IM PLAN NO. 0027

## **ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 29TH day of JULY , 19 91 , 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 BANK FOR SAVINGS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4332 S RICHMOND

CHICAGO  
(Property Address)

IL

60632

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 9.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of SEPTEMBER 1, 1994, 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 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 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 I am required to pay at the first Change Date will not be greater than 15,000 % or less than 8,000 %. 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 15,000 %, NOR LESS THAN 8,000%.

#### **(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.

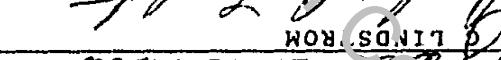
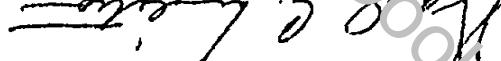
**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

**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 assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

# UNOFFICIAL COPY

WARD C LINDSTROM	(Seal)	Borrower
		
CAROLINE C LINDESTRÖM	(Seal)	Borrower
		
BENEDICT LINDESTRÖM	(Seal)	Borrower
		
HILDEGARD LINDESTRÖM	(Seal)	Borrower
		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Addendum.

**BOX 166**