

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

This instrument was prepared by:

1986 SEP 12 AM 11:04

86410201

David G. Gadbois.....  
(Name)  
3300 South Harlem Avenue  
Riverside (Address) Illinois 60546

## MORTGAGE

THIS MORTGAGE is made this 9th day of September, 1986, between the Mortgagor, Gloria M. Musillami, a widow (herein "Borrower"), and the Mortgager, RIVERSIDE SAVINGS, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 3300 South Harlem Avenue, Riverside, Illinois 60546 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand and Two Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2016.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

The South 275 Feet of the West 84 Feet of the East 420 Feet of the West 10 Acres of the West 50 Acres lying South of Plainfield Road of the North East 1/4 of Section 17, Township 28 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. A.M.

15.00

Permanent Real Estate Tax No. 18-17-201-010-0000

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which has the address of 1320 59th Avenue, LaGrange, Illinois 60525 (herein "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, water rights, and water stock, and all fixtures 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 this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SEP 12 7 07 643W

RIVERSIDE SAVINGS & LOAN ASS'N.  
3300 SOUTH HARLEM AVENUE  
RIVERSIDE, ILLINOIS 60546

(Space Below This Line Reserved For Lender and Recorder)

Property of Cook County Clerk's Office

My Commission expires: APRIL 26, 1990

*David G. Gadbois*  
Notary Public

Given under my hand and official seal, this 9th day of September, 1986.

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) are

do hereby certify that: Gloria M. Musial, et al. widow

I, David G. Gadbois, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

Borrower

Borrower

*Blaine M. Marshall*

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of dower. Borrower hereby waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the

indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

Mortgage, exceed the original amount of the Note plus US \$ 7,520.00.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration

of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be

entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those

past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable

attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for

those rents actually received.

19. Acceleration. Upon request of Lender, Lender may, at Lender's option, accelerate the maturity of this Mortgage, if

no acceleration had occurred.

18. Acceleration. Upon request of Lender, Lender may, at Lender's option, accelerate the maturity of this Mortgage, if

no acceleration had occurred.

17. Acceleration. Upon request of Lender, Lender may, at Lender's option, accelerate the maturity of this Mortgage, if

no acceleration had occurred.

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or effort to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law, to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time



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## 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 this 9th day of September, 19 86, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Riverside Savings a Federal Savings and Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at \_\_\_\_\_

1320 59th Avenue - LaGrange, Illinois 60525

*Property Address*

Modifications. 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 has an "Initial Interest Rate" of 8.5%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on October 1, 19 87 and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

(Check one box to indicate Index.)

- (1)
- (2)  7th District Cost of Funds Index for the monthly moving average of three months published by the Federal Home Loan Bank of Chicago.

To set the new interest rate, before each interest Change Date, the Note Holder will first add 2.00 percentage points (2.00%) to the Current Index. The Current Index is the most recent Index figure available 45 days prior to each Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new rate of interest until the next interest Change Date. After the 1st Change Date, the new rate of interest will not be increased or decreased by more than 2.0 percentage points from the previous interest rate and provided further that at no time during the term of the Note shall the interest rate be decreased more than 00 percentage points below the Initial Interest Rate.

If the interest rate changes, the amount of Borrower's monthly payments will also change. Decreases in the interest rate will result in lower payments and increases in the interest rate will result in higher payments. However, your payment change will have a "Cap" or limit of 7.5% per rate change increase. As a result of this "Cap" the rate change increases might exceed the payment change "Cap" causing increases in the principal loan amount through "negative amortization". If this is the case, then each month that the amount of the monthly payment is less than the interest portion, the Note Holder will subtract the amount of the interest portion and will add the difference to the unpaid principal balance. The Note Holder will also add interest on the amount of this difference to the unpaid principal balance each month. The rate of interest added to principal will be the rate of interest as changed from time to time by provisions of the Note described above.

Notwithstanding anything herein to the contrary, the maximum interest rate changes shall not increase more than 5.5 percentage points, nor decrease more than 00 percentage points from the initial rate over the life of the loan.

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RIVERSIDE SAVINGS & LOAN ASS'N.  
3300 SOUTH HARLEM AVENUE  
RIVERSIDE, ILLINOIS 60546

(Seal) \_\_\_\_\_  
Borrower

(Seal) John M. [Signature]  
Borrower

By signing this, Borrower agrees to all of the above.

The terms and provisions of the Adjustable Rate Note and Rider which are secured by this Mortgage provide for increasing the original principal sum of the loan stated in the attached mortgage by adding to said indebtedness the amounts set forth in paragraph A above. However, the total indebtedness secured by this mortgage, shall in no event exceed one hundred and twenty-five per cent of the original principal value of the real estate secured hereby, whichever is less.

**D. TOTAL INDEBTEDNESS SECURED BY THIS MORTGAGE**

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

**C. TRANSFER OF THE PROPERTY**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected 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) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**B. LOAN CHARGES**

On the last day of a five (5) year period which commences on the date the first principal and interest payment is due and payable on the last day of each and every succeeding five year period thereafter or whenever the unpaid loan balance reaches one hundred and twenty-five per cent of the original principal amount of this mortgage loan, or one hundred twenty per cent of the initial fair market value of the real estate secured hereby, whichever should occur first, the then unpaid loan balance shall be fully recast to a level sufficient to amortize the loan balance over the remaining term of this loan.

Increases in the interest rate on any Change Date may require higher adjusted monthly principal and interest payments ("higher adjusted monthly payment") which exceed a seven and one half per cent increase in the monthly principal and interest payment paid to the Lender in the preceding twelve month period. If higher adjusted monthly payments exceed the seven and one half per cent increase stated above, then except as stated below the Borrower shall pay to the Lender only that portion of the higher adjusted monthly payment which amounts to the previous monthly principal and interest payment plus an increase of seven and one half per cent and the Lender shall defer and add to the principal amount of this loan the remaining unpaid portion of the required higher adjusted monthly payment. The adjusted monthly payment shall not be less than the amount which would be required for the full amortization of the unpaid balance of this mortgage at an interest rate of 10% per annum. If, however, during the term of this mortgage the effective adjusted contract rate of interest falls below 10% per annum then, in that event, the terms of this mortgage may provide for a lesser monthly payment provided said lesser monthly payment is required by the movement of the index stated above.

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