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LOAN # 87111803

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 SEP 29 PM 1:19

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 17, 1986**. The mortgagor is **ROBERT S. HOFFMAN AND NANCY J. HOFFMAN, HIS WIFE** ("Borrower"). This Security Instrument is given to **BELL FEDERAL SAVINGS AND LOAN ASSOCIATION**, which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **Monroe & Clark Streets - Chicago, Illinois 60603** ("Lender"). Borrower owes Lender the principal sum of **NINETY THREE THOUSAND AND 00/100 Dollars (U.S. \$ 93,000.00)**. 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 **18-01-2016**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (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 195 in Strathmore Schaumburg Unit Number 3, being a Subdivision of part of the Northwest 1/4 of Section 20, Township 41 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 25, 1969, as Document Number 20,822,189, in Cook County, Illinois.

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PERMANENT TAX I.D. NUMBER 07-20-108-022

which has the address of **1708 SUTTON LN** [Street] **SCHAUMBURG** [City]
Illinois **60194** ("Property Address"); **[Zip Code]**

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.

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44721
This instrument was prepared by

DEBBIE MURRAY 79 W MONROE CHICAGO IL 60603

Notary Public

(Seal)

1986

My Commission Expires: MARCH 11, 1987

22ND

day of SEPTEMBER

1986

Witness my hand and official seal this

THEY..... executed said instrument for the purposes and uses herein set forth.
(he, she, they)
(his, her, their)

ROBERT S. HOFFMAN AND NANCY J. HOFFMAN, HIS WIFE..... before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledged said instrument to be..... THEIR..... free and voluntary act and deed and that

JANET L. PALUCH, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF COOK
STATE OF ILLINOIS
SS:

LOAN # 87-11180-3
MOUNT PROSPECT BRANCH
200 EAST KENNINGTON
BELL FEDERAL SAVINGS & LOAN ASSN.

OR MAIL TO:

RECORDERS BOX NO. 112

[Space Below the Line for Acknowledgment]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executing it. ROBERT S. HOFFMAN
NANCY J. HOFFMAN
Borrower
(Seal)

Instrument and in any rider(s) executing it. ROBERT S. HOFFMAN
NANCY J. HOFFMAN
Borrower
(Seal)

Instrument and in any rider(s) executing it. ROBERT S. HOFFMAN
NANCY J. HOFFMAN
Borrower
(Seal)

Instrument and in any rider(s) executing it. ROBERT S. HOFFMAN
NANCY J. HOFFMAN
Borrower
(Seal)

NON-UNIFORM COVENANTS, Borrower further certifies as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award 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 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 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 not execute the Note: (a) is co signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (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 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 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 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 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

1. Payment of Principal and Interest; Preparation of Note and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly premiums are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the day monthly premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.
3. Application of Payments. Unless applicable law permits Lender to make such a charge, Borrower shall pay to Lender the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be at Borrower's option, either prompt or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Security Instrument.
4. Charges; Liens. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, unless held by Lender for its acquisition by Lender, no later than immediately prior to the sale of the Property for its acquisition by Lender, Lender shall apply over the amount necessary to make up the deficiency in one or more payments held by Lender.
5. Hazard Insurance. Borrower shall keep the hazard payments now existing or hereafter erected on the Property of the type specified in writing to the Lender in a manner acceptable to Lender; (a) agrees in writing to the payment of any sum which has priority over this Security Instrument unless Borrower shall promptly discharge the same; (b) agrees to hold the hazard insurance subject to Lender's right to hold the premiums and renewals, if Lender and Borrower shall acceptible to Lender in writing, shall give to Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender notice of damage to the property or otherwise in writing, Borrower shall be liable to Lender for all expenses of repairing or restoring the property, if the repair is not made by Borrower. All insurance policies and renewals shall be accepted by Lender and renewals shall be made promptly by Borrower.
6. Preservation and Release of Property; Liabilities. Borrower shall not extend or postpone the due date of the monthly payments referred to in Paragraph 1 and 2 or change the amount of the payments, if Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or from paragrapgh 2 to the property is acquired 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. Unless Lender and Borrower otherwise agree in writing, Borrower shall agree to the merger in writing.
7. Protection of Lender's Rights in the Property; Mortgagage Lienurage. If Borrower fails to perform the covenants 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, condemnation or to enforce laws or regulations), then Lender may take action under this paragraph 7 that bears additional debt of Borrower secured by this Security instrument, appealing in court, paying reasonable attorney fees and expenses to the property to make repairs. Although Lender does not have to do so.
8. Security Instruments. Unless Borrower and Lender under this paragraph 7 shall bear interest from the date of disbursement by Lender, interest under this paragraph 7 shall become additional debt of Borrower.

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(F) Borrower's Right to Limit Monthly Payment

Unless Sections 4 (H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(G) Additions to My Unpaid Principal

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will subtract the Limited Payment from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a Limited Payment. If so, on the date that my paying my Limited Payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(I) Required Full Payment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

B. ADDITIONAL NON-UNIFORM COVENANTS.

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

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE. Notwithstanding Covenant 2. of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, the Lender shall have the right to charge an assumption fee of the greater of \$400.00 or . ONE . percent (. . . . 1 . %) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

ROBERT S. HOFFMAN

(Seal)

-Borrower

NANCY J. HOFFMAN

(Seal)

-Borrower

ROBERT S. HOFFMAN
NANCY J. HOFFMAN

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ADJUSTABLE RATE MORTGAGE RIDER - NATIONAL COST OF FUNDS INDEX - 7/84 (BFS&L)

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.

(E) Notice 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 new monthly payment begins again.

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 new monthly payment begins again.

(D) Effective Date of Changes

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

The Note Holder will be responsible for calculating the new monthly payment based on the new interest rate in amounts equal to 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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

The interest rate on this loan will never exceed \$3,500 . . . percent per annum.

be effective after the first Change Date.

be effective immediately.

This limitation and the limitation on the new monthly payment increase of Section 4(F) below will be the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

TWO AND ONE-HALF percentage points (. 2.50 . . . %) to the Current Index. The Note Holder will add this to the current index to determine the new interest rate by adding

(C) Calculation of Changes

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.

Beginning with the first Change Date, my interest rate will be based on an index. The most recent index made available by the Federal Home Loan Bank Board, is the "Index" in the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as of the date every th month thereafter. Each date on which my interest rate could change is called a "Change Date".

The interest rate I will pay may change on the first day of OCTOBER 87 . . . and on the day every th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(A) Change Dates

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

The Note provides for an initial interest rate of 7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT THE MONTHLY PAYMENT. THE SECURITY INSTRUMENT PERMITS IT.

(Property Address)

1708 SUTTON LN, SCHAMBURG, IL 60194
The Security instrument and located at: (the "Lender") of the same date and covering the property described in "Security instrument" of the same date given by the Mortgagor, Deed of Trust or Security Deed (the "Note") to BORROWER, FEDERAL SAVINGS AND LOAN ASSOCIATION.

THIS ADJUSTABLE RATE RIDER is made this 17TH . . . day of SEPTEMBER, 19 . . . and

(ANNUAL AND LIFETIME RATE CAPS)

ADJUSTABLE RATE RIDER

LOAN NUMBER

87111803

85442628