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LOAN NO. 45-0322-3

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 OCT -3 PM 2: 32

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70-74-223 DF L Smith

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\$17.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 27, 1986. The mortgagor is TERRY L. DASHNER and MARY C. DASHNER, his wife ("Borrower"). This Security Instrument is given to CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America, and whose address is 1801 West Belmont Avenue, Chicago, Illinois 60657 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTY-SIX THOUSAND AND NO/100 Dollars (U.S. \$ 156,000.00). 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 NOVEMBER 1, 2011. 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 36 and the North Half of Lot 35 in Block 6 in Lane Park Addition to Lakeview, being a Subdivision of the North Half of the West Half and the North Quarter of the South Half of said West Half of the Southwest Quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. ***

- ✓ Commonly Known As: 3426 N. Greenview Ave., Chicago, IL 60657
- ✓ P/R/E/I #14-20-309-025-0000 **W.S. ALL**

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which has the address of 3426 N. Greenview Ave. Chicago
(Street) (City)
 Illinois 60657 ("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.

This instrument was prepared by BARBARA J. NEHR, Notary Public, 1001 N. Belmont Ave., Chicago, Ill. 60657.

My Commission Expires: 5.28.90

Witness my hand and official seal this 27th day of SEPTEMBER, 1986

Barbara J. Nehr, Notary Public

STATE OF ILLINOIS, COUNTY OF COOK

BARBARA J. NEHR, Notary Public, do hereby certify that

TERRY L. DASHNER, married to MARY C. DASHNER, personally appeared before me and is known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be his, her, their (this, her, their) executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 27th day of SEPTEMBER, 1986

My Commission Expires: May 1, 1988

Barbara J. Nehr, Notary Public

STATE OF ILLINOIS, COUNTY OF COOK

BARBARA J. NEHR, Notary Public, do hereby certify that

TERRY L. DASHNER, married to MARY C. DASHNER, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 27th day of SEPTEMBER, 1986

My Commission Expires: May 1, 1988

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Barbara J. Nehr, Notary Public

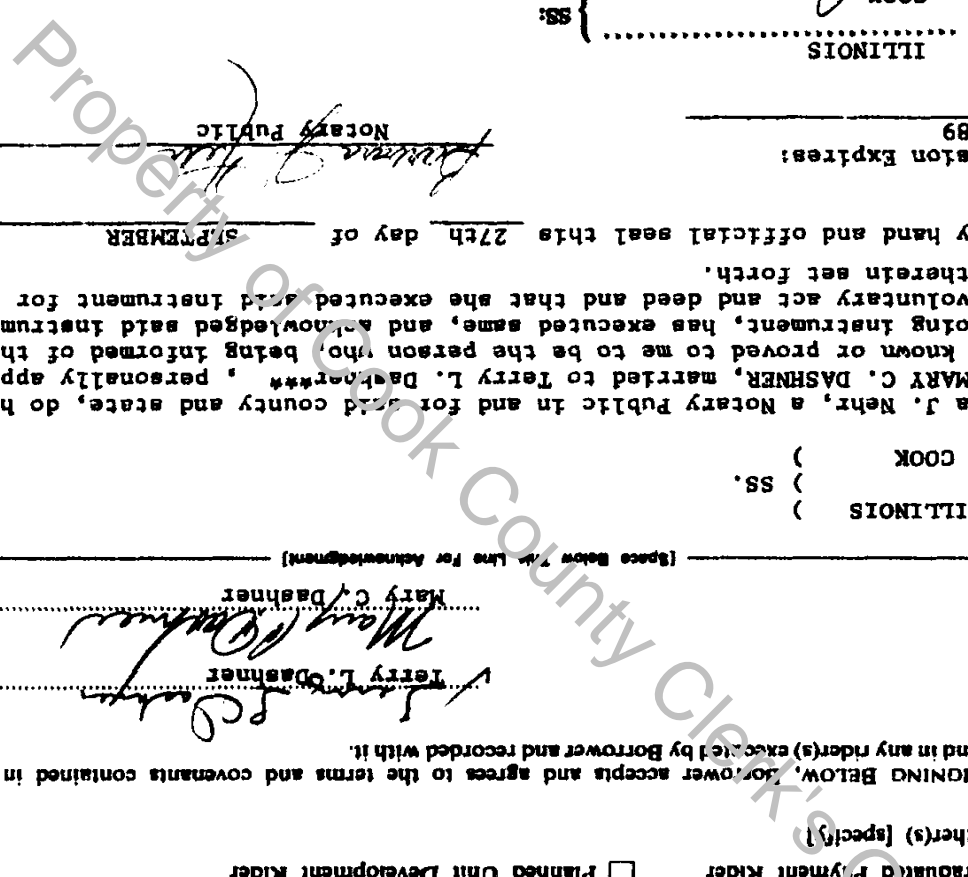
STATE OF ILLINOIS, COUNTY OF COOK

BARBARA J. NEHR, Notary Public, do hereby certify that

TERRY L. DASHNER, married to MARY C. DASHNER, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing instrument, has executed same, and acknowledged said instrument to be her free and voluntary act and deed and that she executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this 27th day of SEPTEMBER, 1986

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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 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. 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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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this27th..... day of~~SEPTEMBER~~....., 19.~~86~~....., 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 CENTRAL 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:

.....3426 N. GREENVIEW AVE., CHICAGO, IL 60657.....
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND PAYMENT SCHEDULE. IF THE INTEREST RATE DECREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL INCREASE. IF THE INTEREST RATE INCREASES, THE AMOUNT OF THE BORROWER'S PAYMENT WHICH IS APPLIED TO THE OUTSTANDING PRINCIPAL WILL DECREASE.

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

1. INTEREST

Interest will be charged on that part of principal which has not been paid beginning on the date I receive principal and continuing until the full amount of principal has been paid.
Beginning on the date I receive principal, I will pay interest at a yearly rate of~~8.50~~.....%. The interest rate that I will pay will change in accordance with Section 4 of the Note. The interest rate required by this Section and Section 4 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

2. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.
I will make my monthly payments on the first day of each month beginning on~~DECEMBER 1~~....., 19.~~86~~.... I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under the Note. My monthly payments will be applied to interest before principal. If on~~NOVEMBER 1~~.....,~~2011~~....., I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity date".
I will make my monthly payments at 1601 West Belmont Avenue, Chicago, Illinois 60657, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U. S. \$.....~~1,528.98~~..... for the first ~~SIXTY~~..... (~~60~~)..... months. This amount may change every ~~SIXTY~~..... (~~60~~)..... months pursuant to Section 3 herein.

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3. INTEREST RATE CHANGES AND PAYMENT CHANGES

(A) Interest Rate Change Dates

The interest rate I will pay may change on the first day of ... month(s) thereafter. Each date on which my interest rate could change is called an "Interest Change Date".

(B) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an "Index". The Index is the Secondary Market for 6-month United States Treasury Bills stated as a yield equivalent when computed from a bank discount basis as reported by the Federal Reserve statistical release H.15 (519). The Index in effect as of the fifteenth day of the month prior to each Interest Change Date (or the next previous day available if the fifteenth is a weekend or holiday) 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 its choice.

(C) Calculation of Interest Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding ... to the Current Index. The sum will be my new interest rate.

(D) Effective Date of Interest Changes

My new interest rate will become effective on each Interest Change Date.

(E) Payment Change Dates

The amount of the monthly payment that I shall make may change after ... months and after every ... months thereafter. Each date on which my payment could change is called a "Payment Change Date".

(F) Calculation of Payment Changes

... days prior to the first Payment Change Date and ... days prior to each successive Payment Change Date thereafter, 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 Payment Change Date in full as amortized to 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 for the next ... months.

(G) Effective Date of Payment Changes

My new payment will become effective on each Payment Change Date. I will pay the amount of my new monthly payment beginning on the Payment Change Date until the amount of my monthly payment changes again.

(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 because I pay a fixed payment each month. If so, on the date that my monthly payment would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Payment Change Date.

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other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

6. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

7. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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 of Borrower in a titleholding trust or corporation is sold or transferred, or the Property is sold on an instalment agreement for warranty deed 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 the exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises such option to accelerate, Lender shall give Borrower notice of acceleration. The Notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower must pay all the 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.

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

8. LOAN CHARGES

If the loan secured by the 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 permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) 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. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

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

Terry L. Dashner (SEAL)
Terry L. Dashner -Borrower

Mary G. Dashner (SEAL)
Mary G. Dashner -Borrower

..... (SEAL)
..... -Borrower

..... (SEAL)
..... -Borrower

(Sign Original Only)

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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 Security Instrument shall be given by delivering it or by mailing by first class mail to Borrower at the Property Address or at such

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

5. NOTICE

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall give Borrower a notice identifying such lien. Borrower shall satisfy such a lien or take one or more of the actions set forth above within ten days of the giving of the notice.

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument; however, Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

4. CHARGES; LIENS

I will pay the total amount of all outstanding principal and interest as my monthly payment on the maturity date.

(K) Required Full Payment

The Note Holder will deliver or mail to me a notice of any changes to 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.

(J) Notice of Changes

My monthly payment could be less than the amount of the interest due on my monthly payment. If so, each month that my monthly payment is less than the said interest due, the Note Holder 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 3(C) above and Section 4(C) of the Note.

(I) Additions to My Unpaid Principal

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 then current interest rate in substantially equal payments.

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