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B6403  
This instrument was prepared by:  
RICHARD J. JAHNS  
(Name)  
5200 W. FULLERTON, AVE  
(Address)  
CHICAGO, ILL 60639

## MORTGAGE

86460164

THIS MORTGAGE is made this ..... 5TH ..... day of ..... SEPTEMBER ..... 1984, between the Mortgagor, CHARLOTTE A. WALTERS AND DAVID R. WALTERS, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, ..... CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is ..... 5200 West Fullerton --- Chicago, Illinois 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ..... SIXTY THOUSAND AND NO/100. .... Dollars, which indebtedness is evidenced by Borrower's note dated SEPTEMBER 05, 1984 (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 01, 2014;

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 NORTH 1/2 OF LOT 21 IN BLOCK 6 IN BUCKINGHAM'S SECOND ADDITION TO LAKEVIEW IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

86460164

## PROPERTY INDEX NUMBERS

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which has the address of ..... 3740 N. FREMONT ..... (Street)  
ILLINOIS 60613 ..... (herein "Property Address");  
(State and 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, 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 household estate if this Mortgage is on a household) 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.

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RETURN TO BOX 403

DEPT-01 RECORDING 41A.00  
TTH4444 TRAIN 0146 10/07/86 09:32:00  
112568 #12 4-B-4-A-4 164  
COOK COUNTY RECORDER

{Space Below This Line Reserved for Lander and Recorder}

Given under my hand and official seal, this 5TH day of SEPTEMBER 1906  
Sect forth.

אכט פורטה.

I, CHARLOTTE A. WALTERS, a Notary Public in and for said County and State,  
do hereby certify that, CHARLOTTE A. WALTERS, AND DAVID B. WALTERS, HUSBAND AND WIFE  
personally known to me, to be the same person(s) whose name(s) appear  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument to me for the uses and purposes therein  
expressed.

STATE OF ILLINOIS. .... County ass:

JUNIOR JUGS

GOVERNMENT OF CANADA

—dortmunder

CHARLOTTEVILLE WALLTERS

सिंहोऽन्नं त्रिपुरां विजयते

20. **Acceleration of Rent**: Application of Recrever's Lender in Possession. As additional security hereunder, Borrower hereby agrees to loan under the terms of the Property, have the right to collect or repossess any such rents as they become due and payable, of any period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be entitled to recover from Borrower the amount of any judgment of the Property and collection of rents, including, but not limited to recovery fees, premiums on recouvre bonds and reasonable attorney's fees, and when so loaned to him to the same secured by this Mortgagage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Kulture Advances**. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgagage, make Future Advances which future Advances, with interest thereon, shall be secured by this Mortgagage when demanded by Borrower notice stating that said notes are secured hereby. All no lime shall the principal amount of this Kulture Advances accrued by this Mortgagage, nor including sums advanced in accordance herewith to protect the security of this Mortgagage, excepted by this Mortgagage, unless otherwise agreed in writing. At no lime shall the principal amount of this Kulture Advances accrued by this Mortgagage, unless otherwise agreed in writing.

22. **Rents**. Upon payment of all sums accrued by this Mortgagage, Lender shall release this Mortgagage without notice.

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

24. **Termination of Mortgagage**. Borrower has executed this Mortgage, in witness whereof,

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**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 Mortgage, 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 Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance 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. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leasements; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a household. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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19. Borrower's Right to Remedy. Notwithstanding anything else contained in this Agreement, Borrower shall have the right to have the proceeds remitted by Lender to the sums secured by this Mortgage.

18. Acceleration of Repayment: 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 may declare all sums secured by this Mortgage, including the costs of collection, attorney's fees, and costs of advertising, public notice and title reports.

\* If Lender receives notice of acceleration, Lender shall mail Borrower notice of acceleration in accordance with applicable law.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred to another without Lenders' prior written consent, excepting (a) the creation of a joint tenancy or co-tenancy for the benefit of the Mortgagor, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, by Bequest or by operation of law upon the death of a joint tenant or co-tenant, or (d) the creation of a subordination agreement of a purchase money security interest for household appliances, the original Mortgagor shall remain liable for the payment of the principal amount of the Note and the interest thereon, and the original Mortgagor shall remain liable for the payment of the principal amount of the Note and the interest thereon.

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 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 received by notice to Lender as provided herein, and such notice to Lender shall be given by certified mail received by notice to Lender as provided herein or to Borrower at address or at such other address as Borrower may designate by notice to Lender as provided herein, and such notice to Lender shall be given by certified mail received by notice to Lender as provided herein or to Borrower at address or at such other address as Borrower may designate by notice to Lender as provided herein.

15. Uniform Mortgagelaw. This form of mortgagelaw conforms uniformly to national mortgage laws.

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

United States, Canada, and other countries where agriculture is important, many which appropriate 10 percent or more of their annual gross national product to agriculture.

In the event of a claim for damages, Borrower shall, at the option of Lender, either to reparation or repayment of the amount of such damage, pay to Lender within 30 days after the date such notice is mailed, Lender's collection and attorney fees incurred by him in collecting such amount.

In the event of a total taking of the Property, the proceeds shall be applied to the amount received by the lessee under and Lessor with the exception, if any, paid to Borrower. In the event taking of the Property, the proceeds shall be applied to the amount received by the lessee under and Lessor as is equal to the fair market value of the Property immediately prior to the date of taking. With the balance of the proceeds taken bearing to the fair market value of the Property immediately prior to the date of taking.

9. Comdemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to [beneficiary].

that Landlords may make or cause to be made reasonable alterations upon and implications of the Property, provided that Landlords shall give Borrower notice prior to any such inspection specifically detailing reasonable alterations referred to in Landlords' original lease agreement.

Any amounts disbursed or received by Leander pursuant to this Paragraph 7, will interfere with Leander's right to receive payment under applicable law. Nothing contained in this Paragraph 7 shall render to Leander to incur any expenses or sake interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate of interest of disbursements in the rate payable from time to time on outstanding principal under the Note unless payment of principal under the Note.

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

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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 . . .<sup>STH</sup> 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 . . . . CRAGIN 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 . . . 3260 . N. . FREMONT . . CHICAGO . . ILLINOIS . 60613 . . . .

*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 . 7. 25%. The Note interest rate may be increased or decreased on the . 1ST day of the month beginning on . DECEMBER . 01 . . . . , 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)  \* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2)  . . . . SEVENTH DISTRICT COST OF FUNDS . . . . FEDERAL HOME LOAN BANK BOARD . . . .

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1)  There is no maximum limit on changes in the interest rate at any Change Date.

(2)  The interest rate cannot be changed by more than . . . . percentage points at any Change Date. \*

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. LOAN CHARGES**

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.

**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

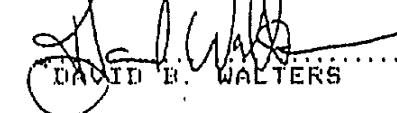
**D. TRANSFER OF THE PROPERTY**

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.

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

\* after the 4th year. The initial interest rate will be increased a maximum of 3% on the first change date.

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 CHARLOTTE A. WALTERS (Seal)  
 —Borrower  
  
  
 DAVID B. WALTERS (Seal)  
 —Borrower

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Property of Cook County Clerk's Office

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