

# UNOFFICIAL COPY

86463437

843036237  
MAIL TO Gamela D. Johnson  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

[Space Above This Line for Recording Date]

## MORTGAGE

72397-5

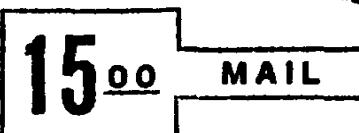
This instrument prepared by  
and should be returned to  
**ROBERT GOLDSTEIN and  
ELAINE GOLDSTEIN, MARRIED TO EACH OTHER**  
("Borrower").

This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**,  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**,  
and whose address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS, 60670**.  
("Lender"). Borrower owes Lender the principal sum of  
**SEVENTY-FIVE THOUSAND NINE HUNDRED AND NO/100**  
Dollars (U.S. \$ **75,900.00**). 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 **October 01, 2015**. 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 15061 in Section I in Weathersfield Unit 15, in Sections 20 and 21, Township 41 North,  
Range 10 East of the Third Principal Meridian in Cook County, Illinois, according to the  
plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on  
June 14, 1968 as Document 20519658.

Permanent Index Number 07-21-301-031.

COOK COUNTY RECORDER  
#86463437 # 14-86-463437  
T#4444 TRAN 0161 10/08/86 10:24:00  
DEPT-01 RECORDING  
60-00  
15061



which has the address of **1115 SHARON LANE**, **SCHAUMBURG**,  
(Street) (City)  
**Illinois 60193** ("Property Address"); **REAL ESTATE TAX ID #07-21-301-031**  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, 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 fore-  
going 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 en-  
cumbrances 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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Paraschivich should go to me to do the same personally, whereupon he was to be despatched to the Legation.

I, J. RANK M. L. JONES, a Notary Public in and for said County and State, do hereby certify that ROBERT GOLDSTEIN and BELAINE GOLDSTEIN, MARRIED TO EACH OTHER

STATE OF ILLINOIS, ..... **LAW** ..... County ss:

-BARRON'S

• Bortnowski

-Borrower  
(Seal)

-Borrower

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

2-4 Family Rider       Condominium Rider  
 Adjustable Rate Rider       Other(s) [Specify] \_\_\_\_\_

Addendum to a Quotable Rate Rider       Graduated Payment Rider  
 Planned Unit Development Rider

19. Acceleration: Remedies. Lender further certifies that he has read and understands the following provisions:

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

Borrower's breach of any covenant or agreement made by him under this Security Instrument (but not prior to acceleration following noncompliance with any provision of this Section 19) shall give notice to Borrower prior to acceleration following

noncompliance with any provision of this Section 19 unless Borrower provides otherwise. The notice shall specify:

- (a) the date from which the default must be cured;
- (b) the section required to cure the default;
- (c) a date, not less than 30 days from the date of the default; and
- (d) that failure to cure the default on the date specified shall result in the termination of this Agreement.

The notice shall state that if the default is not cured by the date specified, the Lender may proceed to foreclose on the property described in the Agreement.

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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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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower from Lender to Borrower regardless of payment.

which has property over this Security Instrument, appearing in court, paying reasonable attorney fees and costs not having on the property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

7. Protection of Interests and Interactions in the Property: The parties agree to take all reasonable steps to protect the interests and interactions of third parties in the property, including neighbors, tenants, and visitors.

subsidiarily change the Property, all in the Borrower's sole discretion, to determine to terminate or terminate portions of the lease, and if Borrower secures lease little to the lessor.

6. **PRESERVATION AND RETENTION OF PROPERTY; LEASEHOLDS.** Borrower shall not destroy, damage or  
of the sums secured by this Security Instrument immediately prior to the acquisition.  
cess and proceed to terminate the leasehold interest in the property prior to the expiration of the lease term.

extend the due date of the monthly payments referred to in paragraph 19 the provider is entitled to charge interest from the date of the payment if it exceeds the amount of the paymen

whether or not then due. The 30-day period will begin when the notice is given.

Under my use the proceeds to prepare or restore the property or to pay sums received by the instrument, Leander may sue the instrument for damages resulting from his loss.

ance proceeds shall be applied to the sums secured by the Security Instrument, whether or not due, with any balance remaining after payment in full of all amounts due under this Note.

unless Lender may make other arrangements with Borrower or otherwise agree in writing, insurance premiums shall be promptly paid by Borrower or repaid to the trustee if the trustee repossesses the property damaged, if the trustee's right to reclaim it is terminated by reason of Lender's failure to pay the insurance premiums.

clause. Lennder shall have the right to hold the policies and renewals, if Lennder all receives or paid premiums and renewal notices, in the event of loss, Borroemer shall promptly advise Lennder all receipts of paid premiums and renewals may demand payment of loss, Borroemer shall pay premium.

All insurance policies and renewals shall be acceptable to Leader and shall include a standard mortality approval which shall not be unreasonable.

Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards render premiums. The insurance carrier shall be entitled to demand payment of the amount of the premium by the policyholder if he chooses to lend or lease his property to another.

Securitization of Leverage under Agreements to Subordinate the Lien or Detrimental Interests

concessions in good faith to the lien by, or defences as far as may be available to the defendant, and the court may make such order as it thinks fit in respect of the costs of the proceedings.

Borrower shall promptly disclose any fact which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation before the lien in a manner acceptable to Lender; (b) er: (a) agrees in writing to the payment of the obligation before the lien in a manner acceptable to Lender; (b)

Borrower shall pay them on time directly to the person owed payment. Borrower makes these payments directly, Borrower shall formally fulfill his or her obligations to the creditor, thus paying the debts.

to the Property which may affect the Security Instruments, and leasehold payments or ground rents, if any. Borrower shall pay the manner provided in Paragraph 2, or if not paid in that manner, to the County Sheriff, at the time and place provided by the Sheriff.

4. **Charges; Liens.** - Purchaser shall pay all taxes, assessments, charges, fines and impositions attributable due under the Note (hereinafter, to amounts payable under paragraph 2); to interest, to interest due; and last, to principal due.

### **3. Application of Payments.**

by Lender at the time of application as a credit grantee in the sums received by this Security Fund held under paragraph 19 of the Property or its acquisition by Lender, Any Funds held

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Premium held by Lender if under paragraph 19 the Property is sold or repossessed by Lender.

Borrower, shall pay to Lender any amount necessary to make up the deficiency in one or more payments when due, and to pay to Lender all costs of collection, including attorney's fees, if necessary to collect any amount held by Lender under this Note.

If the amount of the Funds held by Lennder, together with the monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items held by Lennder, the Borrower shall be liable to pay the difference on monthly basis.

certified and debited 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 Security Instrument.

is made or applicable law requires interest to be paid, Lender shall be entitled to pay Borrower any interest on the funds. Unless an agreement otherwise provides, Lender may agree in writing that interest shall be paid on the funds without charge. Borrower shall pay to Lender all amounts due under this Agreement, including principal, interest, fees, and expenses, in accordance with the terms of this Agreement.

escrow items. Lender may not charge for holding and applying funds, analyzing the account or verifying the escrow items, unless Lender borrows interest on the funds and applies law permits Lender to make a charge.

The Funds shall be held in an institution the accounts of which are audited annually and the expenses of administration estimated by the General Agent.

Instruments of leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (b) yearly leasehold premiums or the fees of current and reasonable estimates of future expenses.

(“Funds”) equal to one-twelfth of (a) yearly taxes and assessments which may fall in a sum shall pay to Lender on the day monthly payments are due under the Note, until the Notes paid in full the security over this

when due the principal of and interest on the debt evidenced by the Note and any payment and late charges due under the Note.



# FIRST CHICAGO UNOFFICIAL COPY

The First National Bank of Chicago ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 18th day of September 1986 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

1115 SHARON LANE, SCHAUMBURG, IL 60193

(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.**

The Note provides for an initial interest rate of 7.500 %. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

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

##### **(A) General.**

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

##### **(B) Change Dates.**

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

##### **(C) The Index.**

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of August 1986 was 5.920%.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

##### **(D) Calculation of Changes.**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.0 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

##### **(E) Limits on Interest Rate Changes.**

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 2.000 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 6.000 percentage points.

##### **(F) Effective Date of Changes.**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

##### **(G) Notice of Changes.**

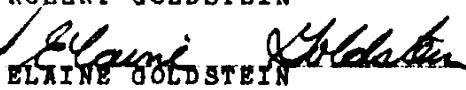
The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This notice will include all information required by law.

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower acknowledges all the terms hereof.

  
ROBERT GOLDSTEIN

Borrower

(Sign)

  
ELAINE GOLDSTEIN

Borrower

(Sign)

(Sign Original Only)

72397-5  
PDJ



FIRST CHICAGO  
The First National Bank of Chicago

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## ADDENDUM TO: ADJUSTABLE RATE RIDER TO MORTGAGE (CONVERSION TO FIXED RATE LOAN)

This ADDENDUM ("Addendum") to Adjustable Rate Rider to Mortgage is made this 18th day of September, 1986 and is incorporated by reference into and amends and supplements (i) the rider ("Rider") executed by the undersigned to The First National Bank of Chicago ("Bank") and dated the date hereof and (ii) the mortgage ("Mortgage") which is also executed by the undersigned to the Bank and dated the date hereof.

All of the provisions of the Rider and the Mortgage are incorporated by reference into this Addendum and all terms used in this Addendum which are defined in the Adjustable Rate Note ("Note") which secures the Mortgage shall have the meanings given in such Note. In addition to the covenants and agreements made in the Mortgage, the Note Holder and I further agree as follows:

### **A Terms.**

Subject to the terms of this Addendum, I may choose to convert my adjustable rate of interest on the Note to a fixed rate of interest on any Conversion Date by sending the Note Holder a written notice requesting that the conversion be made. Only one such written request is permissible. The request must be received by the Note Holder at least 60 days prior to the Conversion Date. The "Conversion Date" is any January 1 or July 1 between the 25th and the 59th regularly scheduled payments on the Note.

After receipt of my request, the Note Holder will send me a written notice advising me (a) what fixed rate is available to me based on the fixed rate in effect for conventional, fixed rate, 30 year mortgage loans offered by the Note Holder at the time my request is received, (b) the payment amount sufficient to repay the principal balance of the loan over the remaining term of the original note, and (c) the documentation which must be completed by me at least 10 business days before the Conversion Date.

Notwithstanding anything to the contrary in this Addendum, if the Note Holder determines that there are no comparable terms offered on the date my request for conversion is received or if properly completed documents have not been received by the Note Holder within the time frames specified above, I will not have the option to convert. The Note Holder also reserves the right to review my credit worthiness before permitting the conversion. Further, I understand that I cannot be in default under the terms of the Note and I must continue to occupy the property which secures the Note as my primary residence.

### **B Payment of Conversion Fee.**

If I convert my adjustable interest rate to a fixed interest rate as provided herein, I will pay the Note Holder, in addition to the Note Holder's customary closing and title insurance fees, a conversion fee equal to ONE and ONE-HALF (1-1/2 %) of the principal amount of the Note that has not been paid as of the Conversion Date. I will pay all such fees on or before the Conversion Date.

### **C Determination of New Payment Amount.**

After the Conversion Date, the Note Holder will determine the amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. This will be the new amount of my monthly payment. The Note Holder will notify me of this amount and all other information required by law. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment, and the interest rate I pay will not change from the fixed rate of interest established as of the Conversion Date.

### **D Certain Terms of Note no Longer Applicable.**

If the conversion feature described in this Addendum becomes effective, the provisions of Section 4 of the Note shall cease to be effective as of the Conversion Date and the interest rate will be fixed as agreed by the parties.

By signing this ADDENDUM TO ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

*✓ Robert Goldstein*  
ROBERT GOLDSTEIN

(Seal)

*Elaine Goldstein*  
ELAINE GOLDSTEIN

(Seal)

SIGN ORIGINAL ONLY!

REO# 72397-5  
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