

# UNOFFICIAL COPY

5491

86464006

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 OCT -8 AM 10:58

86464006

15<sup>00</sup>

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 4, 1986. The mortgagors are RONALD E. GREENWELL and DIANE J. GREENWELL, his wife, ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BARRINGTON, which is organized and existing under the laws of the United States of America, and whose address is 120 South Hough Street, Barrington, Illinois 60010. Borrower owes Lender the principal sum of One hundred thirty thousand and no/100-\$130,000.00. 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, 2001. 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 127 (except that part bounded and described as follows: Beginning at the Southwest corner of said Lot 127; thence Easterly on the Southerly line of said Lot 127, a distance of 178.0 feet; thence Northerly 184.66 feet to a point on the Northwest-Easterly line of said Lot 127, which is 259.39 feet Northeasterly of the Southwest corner of said Lot 127; thence Southwesterly on the Northwesterly line of said Lot 127, a distance of 259.39 feet to the Southwest corner of said Lot 127 and the place of beginning) in The Coves of South Barrington Unit 5, being a subdivision in the Southeast quarter of Section 27, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois\*\*\*

PIN: 01-27-402-007

86464006

which has the address of Five Headwater Cove, South Barrington,  
[Street] (City)  
Illinois 60010 ("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.



# UNOFFICIAL COPY

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and 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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance 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.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to 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 promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 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 immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements 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, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

86464006

UNOFFICIAL COPY

occurred. However, this might be reinforced by the fact that the first generation of participants 13 or 17.

18. Borrower's Right to Remedy. If Borrower meets or exceeds any of the conditions set forth in this Agreement, Lender may exercise his right to require Borrower to remediate such conditions, Borrower shall have the right to have Lender waive such conditions at any time prior to the earliest 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 Agreement; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which he or she would be due under this Security Instrument and the Note had no acceleration; (b) pays any other sums which he or she would be due under this Security Instrument and the Note had no acceleration; (c) pays any expenses incurred in enforcing this Security Instrument, including reasonable attorney fees; (d) pays any other expenses incurred in enforcing this Security Instrument, including reasonable attorney fees; and (e) pays any other amounts secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 within the expiration of this period, Lender may invoke any remedy permitted by law without further notice or demand on Borrower.

accorded by this Security Instrument, however, this option shall not be exercised by Lender if exercise is prohibited by law.

16. **Borrower's Copy.** Borrower shall be given one countersigned 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

Note configurations with applicable law, such configurations shall not affect other provisions of this Security Note, except where noted above, which can be given effect throughout the configuration provision. To this end the provisions of this Security Note, except where Note are declared to be severable.

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 of this Security Instrument or the clause of the instrument is held invalid, illegal or unenforceable, such provision shall be stricken and the remaining provisions shall remain in full force and effect.

14. **Notices.** Any notice to Bottower provided for in this Security Instrument shall be given by deliverying it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the address of Bottower set forth in the first paragraph of this instrument.

13. **Legalistic interpretation** *interpreting law & regulations.* – It characterizes the application of principles or rules in a strict, mechanical way.

**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 mainly interpreted so that the largest 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 partial repayment without any prepayment charge principal.

this Security Instrument shall bind and control the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and representations shall be joint and several. Any Borrower who co-signs this Security Instrument shall be jointly and severally liable to the successors and assigns of Lender and Borrower, subject to the terms of paragraph 17. Borrower or make any accommodations with regard to the terms of this Security Instrument or the Note without modifying, forfeiting or waiving his Security Interest in the terms of this Security Instrument; (iii) Agrees that Lender and any other Borrower may agree to extend the sums secured by this Property under the terms of this Security Instrument; (iv) is not personally obligated to pay to Lender the sums secured by this Security Interest in the terms of this Security Instrument; (b) is not personally obligated to pay to Lender the sums secured by this Security Interest in the terms of this Security Instrument; (c) Agrees that Lender and any other Borrower may agree to extend the Borrower's interest in the Property under the terms of this Security Instrument; (d) is not personally obligated to pay to Lender the sums secured by this Security Interest in the terms of this Security Instrument.

11. Successors and Assignees. To the joint and several liability, Co-Signer(s). The covenants and agreements of this agreement shall not be a waiver of or preclude the exercise of any right or remedy.

10. Borrower shall not release; Forbearance By Lender Note or Waiver. Extension of the time for payment of such payments postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments postpones the due date of the monthly payments referred to in paragraphs 1 and 2 or changes the amount of such payments.

In the property is bonded by Borrower, or it, after notice by Lender within 30 days after the date the condominium owners make an award or settle a claim for damages, Borrower fails to respond to Borrower within 30 days after the date the notice to the property is bonded, Lender is authorized to collect and apply the proceeds, either to restoration or repair of the Property or to the sums paid by this security instrument, whether or not then due.

before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower.

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 in default, with any excess paid to Borrower. In the event of a partial taking of the property, the proceeds multipled by the following fraction, (a) the total amount of the sums secured immediate-  
ly under otherwise agreeable to Borrower, less the sum secured by this Security instrument shall be reduced by  
unless Borrower and Lender otherwise agree, with the sum secured by this Security instrument shall be secured by  
the amount of the proceeds multipled by the following fraction, (a) the total amount of the sums secured imme-  
diately under otherwise agreeable to Borrower, less the sum secured by this Security instrument shall be reduced by

8. Inspection. Lender or its agents may make reasonable 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 of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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 terminates in accordance with Borrower's and Lender's written agreement or applicable law.

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4<sup>th</sup> day of October, 1986, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BARRINGTON (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Five Headwater Cove.....South Barrington.....Illinois.....60010...  
 [Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**ADDITIONAL COVENANTS.** 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 provides for an initial interest rate of 7.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of November, 1987, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date 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 this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and one half percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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 will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 9.75% or less than 5.75%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.00%, nor less than 5.00.

**(E) 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 beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

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.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

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

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfer as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.~~

86464006

# UNOFFICIAL COPY

Attorney at Law  
123 S. Hough Street  
Barrettington, Ill. 60012

8646406

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument and that Lender may also require the transferor to 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 which Borrower must pay all the sums secured by this Security Instrument. If Borrower failed or failed within this period, Lender shall provide a period of not less than 30 days from the date the notice is delivered or given to Borrower to repay the immediate payment in full. Lender shall give Borrower notice of acceleration of demand on Borrower.

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

Ronald E. Greenwell  
Diane J. Greenwell  
Borrower  
(Seal)

Diane J. Greenwell  
Ronald E. Greenwell  
Borrower  
(Seal)