

# UNOFFICIAL COPY

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P.M. 11:23 P.M. 38

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This instrument prepared by  
and should be returned to:  
**Cathleen H. Brady**  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

(Space Above This Line for Recording Data)

## MORTGAGE

72401-7

15<sup>00</sup>

THIS MORTGAGE ("Security Instrument") is given on **October 03, 1986**.  
The mortgagor is **MICHAEL A. JAMES and  
MARY RIFE JAMES, 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

**TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 Dollars (U.S. \$ 275,000.00)**. 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 01, 2016**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK**, County, Illinois:

Lot 2 in Subdivision of Lots 19, 20, 21, 22, 23 and 24 in Sub Block 7 in Block 13 in Sheffield's Addition to Chicago, part of the East 1/2 of the North West 1/4 of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of **1237 W. WEBSTER**, **CHICAGO**, **(City)**  
**(Street)**

Illinois **60614**, **(Property Address); REAL ESTATE TAX ID #14-32-126-024**  
**(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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Personally known to me to be the same person(s) whose name(s) was/were communicated to the foregoing instrument,  
appeared before me this day in person, and acknowledged that they..... signed and delivered the said  
instrument as their free and voluntary act, for the uses and purposes herein set forth.

1. THE UNDERTAKEN  
certify that MICHAEL A. JAMES and "Nancy public in and for said County and State, do hereby  
MAHRY RIFE JAMES, MARRIED TO EACH OTHER.

**STATE OF ILLINOIS,..... COOK COUNTY.....**

200k

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—

Borrower

Borrower  
(Seal)

Borrower  
(Seal)

-Horror  
• (Seal)

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

- 2-a Family Rider       Condorminium Rider       Adjustable Rate Rider

Addendum to Adjustable Rate Rider       2-b Family Rider       Other(s) [Specify]

Graduated Payment Rider       Planned Unit Development Rider

**20.** *Reasonable attorney fees*. *Prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by counsel) shall be entitled to enter upon, take possession of and manage the Property and collect all rents of the Property held by the recipient of the Property included in the costs of management of the Property, including those paid due, Any rents collected by Lender or the receiver shall be applied first to pay the rents of the Property included in the costs of management of the Property, including those paid due, Any rents collected by the recipient of the Property shall be applied first to pay the fees, premiums on receivables, bonds, and other sums secured by this Security Instrument.*

**21.** *Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.*

**22.** *Waiver to the Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into this Security Instrument and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]*

**23.** *Rider. With this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the convenants and agreements of each such rider shall be incorporated into this Security Instrument and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]*

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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-signors.** 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 secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, with interest, upon notice shall bear interest from the date of disbursement at the rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or abandonably change the Property, allow the Property to deteriorate or commit waste. If either Security Instrument is breached, Borrower shall pay all costs and expenses incurred by Lender in recovering title to the Property, the leasehold and fee simple interest therein, and its fixtures, furniture and equipment.

(unless Lender and Borrower otherwise agree in writing, any application of proceeds to an unexpired shall not extend or postpone the due date of the monthly payments except as follows:

All human rights shall not be irreversibly withheld, in accordance with the minimum standards of human dignity.

**3. Hazardous substances.** Importer shall keep the minimum amounts now existing or hereafter erected on the following schedule which specifies the quantity of each hazardous substance to be maintained in the amounts and for the periods that will be required by law.

**Borrower shall prominently declare in writing** to the payee of the note that he has no security over the instrument unless it is paid in full by the date set forth above with 10 days of the signing of notice.

to the property which may return payment to the owner subsequently. Borrower shall pay all taxes, assessments, charges, rates and impositions that may be levied on the property or land under receipts evidence the payments.

due under Note 1 and 2 shall be applied; first, to late charges due under Paragraph 2; fourth, to interest due and last, to principal due under Paragraphs 1 and 2.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender in the course of application as a credit against the sums received by Lender shall apply, up to the date of the Property or its acquisition by Lender, any funds held by Lender in the account established by Lender for the payment of principal and interest and other amounts due under this Security Instrument, to the payment of principal and interest and other amounts due under this Security Instrument.

The Funds shall be held in an institution the reports of which are issued or furnished to members of the agency.

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 ("Funds"). Subje<sup>c</sup>t 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 ("Funds"). Funds due on the basis of current debt and reasonably insurable items of future receivables (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly property insurance premiums, if any. These items are called "escrow items". Lender may prepay the Funds due on the basis of current debt and reasonably insurable items of future receivables (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly property insurance premiums, if any. These items are called "escrow items". Lender may

**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.



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This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 3rd day of October, 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:

1237 W. WEBSTER, CHICAGO, IL 60614

(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.**

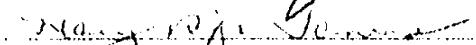
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

### **(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.

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MICHAEL A. JAMES (Sign)  
Borrower  
  
MARY RIFE JAMES (Sign)  
Borrower

(Sign Original Only)

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CHB



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 3rd day of October, 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 creditworthiness 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.

MICHAEL A. JAMES

I Seal  
Borrower

MARY RIFE JAMES

I Seal  
Borrower

[SIGN ORIGINAL ONLY]

REO# 72401-7  
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