

UNOFFICIAL COPY

LOAN NO. 02714350

86517967

7

COOK COUNTY, ILLINOIS
TRUST DEED

1986 NOV -5 PM 3:55

86517967

Mail To:

BELL FEDERAL SAVINGS AND
LOAN ASSOC.
CORNER MONROE and CLARK
CHICAGO, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN No. 02714350

C.C.
DF

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 21,
1986..... The mortgagor is ROBERT G. GATES AND MARY L. GATES, HIS WIFE
("Borrower"). This Security Instrument is given to
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing
under the laws of THE UNITED STATES OF AMERICA, and whose address is
Monroe & Clark Streets - Chicago, Illinois 60603 ("Lender").
Borrower owes Lender the principal sum of THIRTY FIVE THOUSAND AND 00/100
Dollars (U.S. \$35,000.00). 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 17-01-2001. 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 19 IN BERNARD A. POLEK'S SUBDIVISION OF PART OF LOT 6 IN ADMINISTRATOR'S
DIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH
EAST 1/4 OF SECTION 4. TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN. IN COOK COUNTY, ILLINOIS.

15 00

THIS IS A JUNIOR MORTGAGE

86517967

✓ PERMANENT TAX I.D. NUMBER 24-04-428-023

fa.

✓ which has the address of 9246 S 49TH CT, OAK LAWN
[Street] [City]

Illinois 60453, ("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.

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This instrument was prepared by VOLANDA GUIZA 79 W MONROE CHICAGO IL 60603

Notary Public

John F. Gaffey (Seal)

Witness my hand and official seal this 24th day of October 1987.

7-10-87

My Commission Expires:

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and known or proved to me to be the person(s) who bears witness to the contents of the foregoing instrument, before me and is (are) known or informed of the contents of the foregoing instrument,
THEREFORE
before me and is (are) known or proved to me to be the person(s) who bears witness to the contents of the foregoing instrument,
ROBERT G. GATES, HIS WIFE
I, ROBERT G. GATES AND MARY L. GATES, HIS WIFE in and for said county and state, do hereby certify that
John F. Gaffey (Seal)

COUNTY OF Cook

STATE OF Illinois

{ ss. }

[Space Below This Line for Acknowledgment]

MARY L. GATES
Borrower
ROBERT G. GATES
Borrower
John F. Gaffey (Seal)
(Seal)

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

Other(s) [Specify] EQUITY LOAN MORTGAGE RIDER
 Graduate Planed Unit Development Rider
 Adjustable Payment Rider
 Condominium Rider
 2-4 Family Rider

Instrument [Check applicable boxes(es)]
Supplement to this instrument, the covenants and agreements of each Security Instrument as if the rider(s) were a part of this Security
Security instrument, if one or more riders are executed by Borrower and recorded together with
23. Riders to this Security instrument, all rights of homestead excepted together with
22. Waiver of Homestead, Borrower waives all rights of homestead excepted in the Property.

Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
receivers bonds and reasonable attorney fees, and then to the sums secured by this Security instrument, Lender shall release this Security

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall pay any recordation costs.
Instrument without charge to Borrower. Any rents collected by receiver shall be applied first to payment of the rents of
the property including those entitled to enter upon, take possession of and manage the Property and to collect the rents of
apparelled receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence,
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding.
before the date specified in the notice, Lender at his option may require immediate payment in full of all sums secured by
excessive of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured on or
inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the date specified in the notice may result in acceleration of the sums
defaulter; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;
unless applicable law provides otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument prior to acceleration under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall file notice to Borrower prior to acceleration following Borrower's

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

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UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AGREEMENT POLICY: D-6-7

29641548

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 improvement(s) 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 amounts 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.

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Loan No. 02714350

EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 21ST day of OCTOBER,
1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of
the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELL 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:

9246 S 49TH CT, OAK LAWN, IL 60453

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3. and 4. of the Equity Note provides for changes in the interest rate and the monthly payments and for billing notices, as follows:

2. INTEREST

a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 12-01-1986 and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. There is no maximum limit on changes in the interest rate.

3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under the Note. The monthly payment shall be sufficient to repay in full the principal of my loan in substantially equal payments by the maturity date at the interest rate effective for the billing cycle immediately prior to the payment. The interest rate on this Note may change from time to time. An increase in interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

Revolving Line Of Credit — 5/85
Equity Loan Mortgage Rider (BFS&L)
1953

86517967

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HOME OFFICE LOAN NO. <u>02171436</u>	LOAN 112
STATE: <u>ILLINOIS</u>	CITY: <u>SPRINGFIELD</u>
ZIP CODE: <u>62703</u>	STATE: <u>ILLINOIS</u>
PHONE NUMBER: <u>(217) 544-3000</u>	TELEGRAM ADDRESS: <u>SPRINGFIELD 1-1234</u>
B.I.U. FEDERAL SAVINGS AND	

MARY L. GATES
Mary L. Gates
(SEAL)

ROBERT G. GATES
Robert G. Gates
(SEAL)

31. LIEN OF MORTGAGE. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Equity Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at the time this Mortgage is made and without regard to whether or not there is any advance made at the time this Mortgage is made.

32. BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage by either signature without regard to whether or not there is any indebtedness outstanding at the time this Mortgage is made pursuant to the Equity Note to the same extent as if such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is made.

33. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Note or otherwise to the contrary, if all or any part of the property of any interest in it is sold or transferred (or if a bona fide intent to do so is manifested) to a third party, it will not affect or negate any of Lender's other rights and remedies under Paragraph 17 of this Mortgage.

34. DEFAULT. In the event of any default in payment of the terms of the Mortgage, the Equity Loan Mortgage Rider or the Equity Note, Lender will notify Borrower in writing, pursuant to Paragraphs 13, 17 and 19 of the Line of Credit, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the Line of Credit may be made. If Borrower cures the default in Lender's satisfaction, future advances under the Line of Credit may be made.

35. ATTORNEYS' FEES. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

36. STAFF ATTORNEY'S FEES. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the preparation, the escrow closing and escrow payments in this mortgage which will not be enforced. However, should said previous mortgage premiums are paid the escrow closing and escrow payments in this mortgage will be enforced with this mortgage being as long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and insurance escrows. As long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and insurance escrows, this mortgage provides for payments to be made for tax and insurance escrows. As long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and insurance escrows, this mortgage provides for payments to be made for tax and insurance escrows.

37. DEFERRAL OF TAX AND INSURANCE ESCROWS. This mortgage provides for payments to be made in deferral and specifies in the second paragraph of Paragraph 17, that Lender shall take the steps may invoke specific liability agreement that when and if they permit immediate payment in full of all sums secured by this Security Instrument and terms, Lender, at its option, may require immediate payment under a note or mortgage to become in default under any of their and hereby specifies when and if they are to be made for tax and insurance escrows.

38. PRIOR MORTGAGE. The Borrowers affirm that they are the obligors under a note secured by a mortgage, in the original sum of \$28,400.00 DOLLARS, dated MARCH 22, 1976 and recorded in the Recorder's Office of COOK County, Illinois, as Document No. 23427299 and hereby released upon cancellation of the line of credit and payment under a note secured by a mortgage, in the terms, shall be released upon cancellation of the line of credit and payment to the Lender of the indebtedness secured hereby pursuant to the terms hereof and the payment of its reasonable release fee.

39. RELEASE FEE. Notwithstanding Coverage 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon cancellation of the line of credit and payment to the Lender of the indebtedness secured hereby as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premium due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby with interest at the Note rate.

40. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers shall pay the premium(s) on such insurance policies at the Note rate.

41. ADDITIONAL NON-UNIFORM COVENANTS. Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date of interest added to the end of the billing cycle(s) of principal or prepayments) since the last billing date and the amount of interest added to the end of the billing cycle, the annual percentage rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the Note Holder may choose to disclose.

42. BILLING NOTICES. Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding principal balance carried forward from the last billing date, the date of interest added to the end of the billing cycle(s) of principal or prepayments) since the last billing date and the amount of interest added to the end of the billing cycle, the annual percentage rate, periodic rate, payment due, late charge date, new balance, available balance and any other items the Note Holder may choose to disclose.