

**UNOFFICIAL COPY** EXAM PAPER, INTEGRATED INFORMATION SYSTEMS

44713 SAB SYSTEMS AND FORMS  
Form 301A 12/83  
CHICAGO, IL

**THIS SECURITY INSTRUMENT** combines uniform conventions for national use and non-uniform conventions with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**WORKER COMPENSATION** is not covered under the property insurance coverage and has the right to sue the employer for damages.

SECURITY INSTRUMENTS, WHETHER IN THE FORM OF SECURITY AGREEMENTS, SECURITY DEEDS OR SECURITY CONTRACTS, ARE SUBJECT TO THE PROVISIONS OF THIS SECURITY INSTRUMENT.

Illinois ..... 60067 ..... ("Property Address"); [Zip Code]

which has the address of 1325 Sterling Avenue #108  
Patline [Street] [City]

PIN: 02-09-202-013-1040

19.B6. THIS MORTGAGE ("Security Instrument") is given on [REDACTED] to [REDACTED] (the "Borrower"), a [REDACTED], [REDACTED] under the laws of [REDACTED], the United States of America, and whose address is [REDACTED]. FIRST, FEDEX, SAVINGS AND LOAN ASSOCIATION OF BARRINGTON, This Security Instrument is given to [REDACTED] (the "Holder"), a [REDACTED], [REDACTED] and whose address is [REDACTED]. Borrower owes Lender the principal sum of \$49,000.00 Dollars (\$U.S. \$49,000.00). 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 paid earlier, due and payable on September 1, 2016. This Security Instrument ("Note"), if not located in [REDACTED] or [REDACTED], shall be governed by the laws of [REDACTED].

MORTGAGE

[Space above this line for recording date]

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

**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**20. Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the 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 of Homestead.** Borrower waives all right of homestead exemption in the Property.

**23. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into 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)]

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) [specify]

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

*Robert B. Stockslager* .....(Seal)  
Robert B. Stockslager —Borrower

.....(Seal)  
—Borrower

[Space Below This Line for Acknowledgment]

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 NOV 18 AM 10:44

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*Box 333 - Z*  
Caleb H. Canby, III  
Attorney at Law  
123 S. Hough Street  
Barrington, Ill. 60010

STATE OF .....ILLINOIS.....  
COUNTY OF .....COOK.....} SS:

I, ..... a Notary Public in and for said county and state, do hereby certify that  
ROBERT B. STOCKSLAGER, a bachelor, ..... personally appeared  
before me and is (is) known or proved to me to be the person (is) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledged said instrument to be ..... his ..... free and voluntary act and deed and that  
he ..... executed said instrument for the purposes and uses therein set forth.  
(he, she, they)

Witness my hand and official seal this ..... 2nd ..... day of ..... October, 1986.

My Commission Expires: 4-7-87

*John C. Call* .....(SEAL)  
Notary Public

Caleb H. Canby, III

This instrument was prepared by... Attorney at Law.....  
44771  
123 S. Hough Street  
Barrington, Ill. 60010

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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, or 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; Lesseholds. Borrower shall not destroy, damage or subdivide any covenants and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in such a proceeding in bankruptcy, Lender may do and pay for whatever is necessary to protect the property, or to enforce laws or regulations, which Lender may do and pay for which ever is necessary to protect the property over and Lenders' rights in the property, Lender's actions may include paying any sums received by a licen which has priority to make repairs. Although instruments, appearing in court, paying reasonable attorney fees and entering on the property to make repairs. Security instrument at the Notice rate and shall be payable, with interest, upon notice from Borrower to the beneficiary instrument, unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument. Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

7. Protection of Lender's Rights in the Property; Insurance. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or to merge unless Lender agrees to the merging.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the lessor shall be liable to the property to determine or commit waste. If this Security instrument is on a leasehold, change the property, allow the property to deteriorate or commit waste. If the lessor holds, damage or subdivide any covenants and agreements of the lease, and if Borrower acquires fee title to the property, the lessor shall not merge unless Lender agrees to the merging.

8. Protection of Lender's Rights in the Property; Insurance. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or to merge unless Lender agrees to the merging.

9. Protection of Lender's Rights in the Property; Insurance. If Borrower fails to perform the covenants and agreements contained in this Security instrument, or to merge unless Lender agrees to the merging.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, unless otherwise withheld. Lender shall have the right to hold the policies and renewals. If Lender fails, as Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall promptly give to Lender a certificate and Lender may make proof of loss if not made promptly by Borrower.

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) consents in good faith the lien by, or defers against commencement 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 instrument satisfaction to Lender substantially to a lien which may attach prior to this Security Instrument. If Lender determines that the Property is subject to a lien which may attach prior to this Security Instrument, Lender may give Borrower a notice in writing 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.

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 refund to Borrower any Funds held by Lender. If under paragraph 19 this Property is sold or acquired by Lender, no later than immediately after the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit, minus 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 principal due under Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charge; Lien. Lessor shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may arise from security instruments, leases, rents, if any, Borrows shall pay over this Security Instrument, Lessor shall pay all taxes, assessments, charges, fines and impositions due under paragraph 1 to the period of ownership. 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.

The Funds shall be held in an institution the deposits of which are insured or guaranteed by a federal or state agency (including an insurance institution). Lennder if such an institution is such as to come within the definition of "bank" as used in section 3 of the Federal Deposit Insurance Act, the Funds shall be held in an account of the bank which is insured under the Federal Deposit Insurance Act.

- 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.** Subsidiary 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 attach priority over this Security Instrument; (b) yearly leasehold payments on the ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly basis of current data and reasonable estimates of future escrow items.

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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 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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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 as of the date of this Security Instrument. Moreover, this option shall not be exercised by Lender if general law prohibits Lender from exercising such option. Lender's right to require immediate payment in full of all sums secured by this Security Instrument, however, does not affect Lender's right to require prompt payment of any sum due under this Security Instrument.

Unigorm Coveram 17 of the Security Instrument is amended to read as follows:

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.

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 payments again.

The interest rate I am required to pay at the first Change Date will be greater than 9.75% or less than 5.75%. The interest rate I am required to pay at the first Change Date will be greater than 14.00% or less than 12.00%. Thereafter, my interest rate will never be increased if I have been paying for the preceding twelve months. My interest rate will never be greater than 14.00% from the date of interest I have been paying for any single Change Date by more than two percentage points (2.0%).

D) Limits on Interest Rate Changes  
sustainable equal payments. The result of this calculation will be the new amount of my mortgag

Before each Change Date, the Note Holder will calculate my new interest rate by adding .....two.... and .....0.06%.....-that.....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 percent 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.

(C) Calculation of Changes in Net Present Value. The Note Holder will give me notice of this choice.

Begrimming with the first Closing 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".

(B) The Index  
The interest rate I pay may change on the first day of every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(A) CHARGE DISCHARGE AND NONUNIFORMITY CORRECTION

The Note provides for an initial interest rate of .....%. The Note provides for changes in the interest rate as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**  
Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**POWER MUST PAY.**

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 BOR-

1325 Street Ling Avenue, #108.....Palatine.....Illinois.....60067.....(Property Address)

..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**THIS ADJUSTABLE RATE RIDER** is made effective as of [REDACTED] day of [REDACTED], 19 [REDACTED], and is incorporated into and shall be deemed to amend and supplement the Mortgage, Dated of Trust of Security Deced (the "Security Note" (the "Note")) of the same date by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") of [REDACTED] FIRST GENERAL SAVINGS AND LOAN ASSOCIATION OF BARBURNITION.

(1 Year Treasury Index—Rate Caps)

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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 transferee 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. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

*Robert G. Stocks Lager* ..... (Seal)  
Robert G. Stocks Lager -Borrower

..... (Seal)  
-Borrower

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Mail to: