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COOK COUNTY, ILLINOIS
FILED - 1986

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(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 24, 1986. The mortgagor is (D.O.B.) LYNN, MARKIE D., (O.O.JOHN, P.O.J.YNN) ("Borrower"). This Security Instrument is given to CALUMET SECURITIES CORPORATION, which is organized and existing under the laws of STATE OF Indiana, and whose address is P.O. Box 208A, Schererville, Indiana, 46375. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY-SIX THOUSAND AND NO/100..... Dollars (U.S. \$126,000.00.....). 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 December 1, 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 56 in Willowshire Estates Unit 1, being a Subdivision of part of the North 1/2 of the Southwest 1/4 of Section 32, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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EKO
PIN: 18-32-306-038 4A

which has the address of 11119 Stratford Drive Willow Springs
(Street) (City)
Illinois 60480 ("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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MAIL TO: R. G. JONES, JR., VICE PRESIDENT OF CALUMET SECURITIES
CORPORATION, P. O. BOX 208, SCHENECTADY, NY 12375
THIS INSTRUMENT WAS PREPARED BY: "OFFICIAL SEAL".

OFFICIAL SEAL.
Judson B. Peacock
Notary Public, State of Illinois
My Commission Expires Jan. 13, 1888

My compression expertise:

~~Given under my hand and affixed at San Francisco, California, November 24, 1986.~~

Persons mainly known to us to be the same party
are subsectioned to the foregoing statement, appeared before us
and acknowledged their signatures, and delivered the said instrument
and voluntary act, for the uses and purposes therein set forth.

I, the undersigned, a Notary Public in and for said County and State,
do hereby certify that JO B. LYNN, MARRIED TO JOHN P. LYNN AND JOHN P. LYNN

State of Illinois, County of Cook.

JOHN P. LYNN, SIGNING SOLELY FOR THE
PURPOSE OF MAINTAINING ANY AND ALL
HOMESTEAD RIGHTS

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

Adjustable Knees Rider Condromium Rider 2-4 Family Rider
 Graduated Larynges Rider Planned Unit Development Rider Other(s) (Specify) _____

22. **Warmer of Homeinstead**, Borrower will have all right of homestead exemption in the Property.

23. **Ride-on to the Security Instrument**, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverments and agreements of each such rider shall be incorporated into and shall stand and support the instrument [check applicable box(es)].

24. **Security Instruments**, the coverments and agreements of each such rider shall be incorporated into and shall stand and support the instrument [check applicable box(es)].

20. Lender is Possessor. 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 judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or appurtenant recapture, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents or costs of management of the Property and collection by Lender or receiver or trustee, including, but not limited to, receiver's bonds and reasonable attorney's fees, and then to the same amounts secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

19. **Accession:** Borrower's failure to provide timely notice to Securitization Underlying Participants 13 and 17 breach of any agreement of Borrower's to provide timely notice to Securitization Underlying Participants 13 and 17, unless otherwise provided, shall be deemed a default under this Agreement; provided, however, that such notice shall not be required if Borrower's failure to provide timely notice to Securitization Underlying Participants 13 and 17 is due to a material omission or mistake by Securitization Underlying Participants 13 and 17.

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

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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 improvement, 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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18. Borrower's Right to Release. If Borrower meets certain conditions, Borrower shall have the right to have agreement of the Security Instrument terminated at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify) for re-litigation; or (b) entry of a judgment enjoining this Security Instrument before sale of the Property pursuant to any power of sale contained in this agreement of the Security Instrument; or (c) 90 days (or such other period as agreed to by the parties in writing).

referred law as of the date of this Security Instrument.

Note are declared to be severable.
16. Borrower shall be given one conformable copy of this 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 his option, require immediate payment in full of all amounts secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

13. 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 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 conflict being violated. To the extent that the provisions of this Note

13. **Legislation Attacking Leader's Rights.** If an affiliate is or expects to be liable under this Note or this Security Instrument according to its terms, Leader shall be given by delivery to the Secretary of State of the State where the affiliate is located notice to Borrower provided for in the Note or this Security Instrument at all times received by him during his term as Leader except in full or all sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Leader exercises this option, Leader shall take all steps specified in the second paragraph of this Note or this Security Instrument to collect the amount due him under this Note or this Security Instrument and may invoke any remedy available to him under this Note or this Security Instrument.

12. **Loan Charges.** If the loan received by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is neither or other loans charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sum already collected from Borrower which exceeded the limit will be refunded to Borrower. Under my advice to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower, it is a refund reduces principal, the reduction will be treated as a partial prepayment which will pay off the Note.

11. Security instruments shall bring a joint and several liability to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covariance and agreement to pay amounts due under security instruments and agreements to pay amounts due under security instruments shall be joint and several. Any provision which purports to make any party other than Lender and Borrower liable for amounts due under security instruments and agreements to pay amounts due under security instruments shall be void.

10. **Borrower Net Releasement Provisions By Lender.** Breach or violation of the terms for payment of model clauses of the Note will result in immediate termination of the Note by Lender to the extent not operated by the Note secured by this Security Instrument granted by Lender to any successor in interest of Borrower. Such note will be liable to Lender in the event of non-payment of any amount due under the Note or otherwise in accordance with the Note or the Security Instrument.

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, if its option, either to restore or repel of the property or to the sums awarded by the court and apply the proceeds, as its option, either to restore or repel of the property or to the date of the sale, whichever or not then due.

In case event of a total taking of the Property, the proceeds shall be applied to the summa secured by this Security instrument, whether or not taken, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the summa secured by this Security instrument, whether or not taken, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the summa secured by this Security instrument, whether or not taken, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the summa secured by this Security instrument, whether or not taken, with any excess paid to Borrower.

injunctions terminates in accordance with Borrower's and Lender's written agreement of applicability law.
8. Lendership. Lenders or its agents may make reasonable entries upon and inspect certain parts of the Property. Lender
shall give Borrower notice at the time of prior to an inspection specifying reasonable cause for the inspection.
9. Condemnation. The proceeds of any award of 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.

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ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of November, 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 GULFMET SECURITIES CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

11119 Stratford Drive,

Willow Springs,

Illinois 60680

[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 7.25%. 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 January 1, 1988, 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 HUNDRED ELEVEN percentage points (2.11%) 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 9.25% or less than 5.25%. 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 13.25%.

(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 transferee 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.

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Property of Cook County Clerk's Office

JO B. LYNN, MARKED TO JOHN P. LYNN Borrower
.....
(Seal)

JO B. LYNN
Borrower
.....
(Seal)

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

or demand on Borrower.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of intention. 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 accrued by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice.

Borrower in writing.

Lender and that obligates to be obligated under the Note and this Security Instrument unless Lender releases instrument. Borrower will continue to keep all the promises and agreements made in the Note and in this Security

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