

DF Wallow
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MORTGAGE ADJUSTABLE RATE

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86030606

1983 JAN 23 AM 10:26

86030606

Loan No. 01-09-037754

The above space for recorders use only.

THIS MORTGAGE is made this 24th day of May, 1983, between the Mortgagor,

15.00

AMERICAN NATIONAL BANK OF CHICAGO

a corporation organized and existing under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated December 3, 1976, and known as trust number 39727, (herein "Borrower"), and the Mortgagee,

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

a corporation organized and existing under the laws of the United States of America (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINE HUNDRED FORTY FIVE THOUSAND AND NO/100

DOLLARS (\$ 945,000.00), which

indebtedness is evidenced by Borrower's Note dated May 24, 1983, providing for monthly installments of

NINE THOUSAND SEVEN HUNDRED SEVENTY EIGHT AND 84/100 DOLLARS

(\$9,778.84), commencing on the 1st day of June, A.D. 1983, and a like sum on the 1st day of each and every month thereafter until this indebtedness is fully paid.

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

18-04-231-073 B

Lot 18 (except the South 25 feet thereof) Lot 19 and Lot 20 in Block 4 in Leiter's Addition to LaGrange in the Northeast Quarter of Section 4, Township 38 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Tag No. 18-04-231-073
I certify that this is a true, correct original instrument.
4/5, 6th Avenue, Illinois

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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest:** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Tax and Insurance Payments:** We further promise to pay monthly, in addition to the above payments, one-twelfth of the annual real estate taxes (as estimated by the Association), in such manner as the Association may prescribe so as to provide sufficient funds one month prior to the date when such taxes will become delinquent. We promise, further, to pay monthly a pro-rata share of all assessments, future hazard insurance premiums, flood insurance premiums where applicable and any other charges that may accrue against the property securing this indebtedness. If the amount estimated is not sufficient to pay said taxes, insurance, assessments, and other charges, we promise to pay the difference upon demand. The Mortgagee is hereby authorized and directed to use monies collected under the provisions of this paragraph for the payment of taxes, assessments, insurance premiums, or other SEE ATTACHED RIDER MADE A PART HEREOF AND INCORPORATED HEREIN.

This instrument was prepared by: Christine Wallow

4192 S. Archer Ave. Chgo. IL 60632

Box 931

86030606

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Box No. 931

MORTGAGE

American National Bank of Chicago
as Trustee under Trust Agreement
dated December 3, 1976 and known as
Trust No. 39727

TO
STANDARD FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF CHICAGO

4192 S. Archer Ave.
Chicago, IL 60632

UPON PROPERTY LOCATED AT
11 S. 6th Avenue
Chicago, IL 60625 - Parcel 1

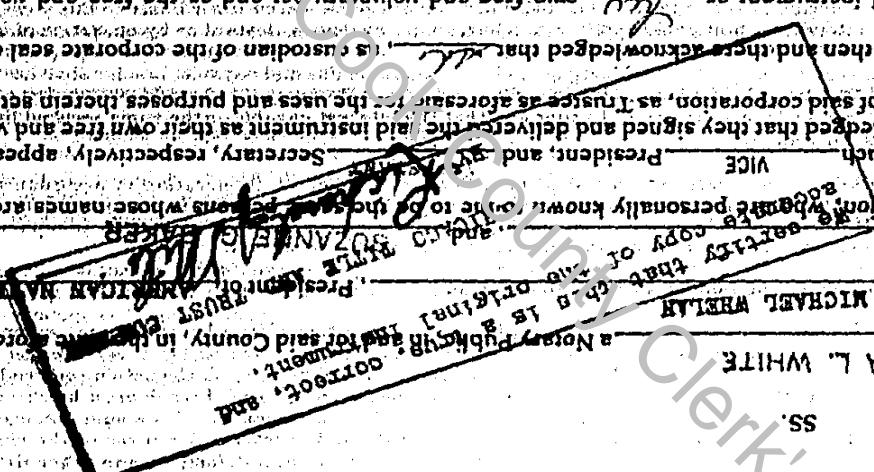
Loan No. 01-09-037754

My commission expires 5/3/80

GIVEN under my hand and Notarial Seal, this 25th day of May, A.D. 1979

Secretary then and there acknowledged that he is the Secretary of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as Secretary of said corporation, whose names are subscribed to the foregoing instrument as such President, and VICE

CERTIFY THAT J. MICHAEL WHELAN, President, and DEBRA L. WHITE, Secretary, of said corporation, in the County of Cook, Illinois, in the presence of me, a Notary Public, and in the presence of the undersigned, did execute the foregoing instrument as their own free and voluntary act and as Secretary of said corporation, whose names are subscribed to the foregoing instrument as such President, and VICE



STATE OF ILLINOIS
COUNTY OF COOK
SS. DEBRA L. WHITE
a Notary Public, and in the presence of me, a Notary Public, and in the presence of the undersigned, did execute the foregoing instrument as their own free and voluntary act and as Secretary of said corporation, whose names are subscribed to the foregoing instrument as such President, and VICE

By [Signature] Secretary
As Trustee as aforesaid and not personally
AMERICAN NATIONAL BANK OF CHICAGO

ATTEST:
MAY 25 1979
A.D. 19

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK OF CHICAGO, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this day of

22. Waiver of Homestead: Borrower hereby waives all right of homestead exemption in the Property.
21. This mortgage is executed by AMERICAN NATIONAL BANK OF CHICAGO in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said AMERICAN NATIONAL BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the part of AMERICAN NATIONAL BANK OF CHICAGO or any Trustee, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as AMERICAN NATIONAL BANK OF CHICAGO or other individuals or as Trustee, or its successors, personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

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10. Borrower Not Released: Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forebearance by Lender Not a Waiver: Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative: All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions: The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability: This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy: Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption: If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies: Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 defect or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate: Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession: In order to further secure said indebtedness, and as a part of the consideration of said transaction, Borrower hereby sells, assigns, transfers, lets, demises and sets over unto the said Lender the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinbefore described, which may have heretofore or may be hereafter made or agreed to, or which may be made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the assignee herein.

And Borrower hereby irrevocably appoints the said Lender its agent for the management of said property, and they may let and relet said premises or any part thereof according to their own discretion, and they may bring or defend any suits in connection with said premises in their own name or in Borrower's name, as they consider expedient, and may make such repairs to the premises as they consider expedient, and they may do anything in and about said premises that borrower might do, hereby ratifying and confirming anything and everything that Lender's attorney may do.

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NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 24th day of May, 1983, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 81 S. 6th Avenue, LaGrange, IL 60525 Property Address

MODIFICATIONS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE CHANGES

The Note has an "Initial Interest Rate" of 11 3/4 %. The Note interest may be increased or decreased on each Change Date, subject to the limitations described below. Changes in the interest rate are governed by changes in an interest rate index which will be called the "Index". The "Index" is the: (Check one box to indicate Index.)

- (1) [x] * "Contract Interest Rate, Purchase of Previously Occupied Homes, a National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
(2) [] *

* (If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.)

The rate of interest I will pay shall remain constant during the first 36 months of this loan. Thereafter the interest rate may change on the first day of June and the first day of December of each year, after the date hereof, during the term of said Mortgage, by comparing the Current Index Value with the Initial or Base Index Value, the interest rate moving up or down in direct relation to the change of said index. It may be, that due to an interest rate change, the payment for the particular period may not be sufficient to pay all of the interest charged for any particular payment(s). In such event, the deferred interest will be added to the loan balance and shall bear interest at the then current interest rate being charged.

(Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.)

- (1) [] If this box is checked, there will be no maximum limit on changes in the interest rate up or down.
(2) [x] If this box is checked, the interest rate charged shall not be increased to a rate greater than 17 3/4 % and shall not be decreased to a rate less than 11 3/4 %.

B. MONTHLY PAYMENT CHANGES

The Initial Monthly Payments will be in the amount as set forth in the Mortgage, Deed of Trust or Deed to Secure Debt. The monthly payments due under the Note and Mortgage shall remain constant for 36 months, from and including the first payment due therein, and shall thereafter change on each succeeding 13th month thereafter, until the mortgage, interest due, deferred interest and interest to be earned, and any funds advanced, as provided in said mortgage, are paid in full.

C. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the property subject to paragraph 17 of the Security Instrument, Lender may require either an increase in the current Note interest rate or an increase in the Base or Initial Index Figure, or both, as a condition of Lender waiving the option to accelerate provided in paragraph 18.

E. TITLE LEGISLATION

If after the date hereof enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note or this Security Instrument unenforceable, or all or any part of the sums secured hereby uncollectable, or of diminishing the value of Lender's security, then Lender may, at Lender's option, declare all sums secured by this Security Instrument to be immediately due and payable.

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F. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

G. RELEASE

Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage upon payment of its reasonable release fee. Borrower shall pay all costs of recordation, if any.

H. Borrower hereby waives all right of redemption on behalf of the Borrower, the Trust Estate and all persons beneficially interested therein and all persons acquiring any interest in or title to the within described premises subsequent to the date hereof, except judgment creditors of the within Borrower.

I. This Rider is executed by the aforementioned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder, that nothing herein or in said Note contained shall be construed as creating any liability on the said mortgagor personally to pay the said Note, or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied therein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, the aforementioned Corporation as Trustee as aforesaid and not personally has caused this Mortgage to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary the day

(Corporate Seal)

and above written

Attest

[Signature]
Secretary

CHICAGO TITLE AND TRUST COMPANY
BY *[Signature]*
Vice President

We certify that this is a true, correct and accurate copy of the original instrument.

BOY 931

ADJUSTABLE RATE

LOAN RIDER

American National Bank of Chicago

as Trustee under Trust Agreement

dated 12/3/76 and known as Trust No. 39727.

TO

STANDARD FEDERAL SAVINGS & LOAN

ASSOCIATION OF CHICAGO

4192 S. Archer Ave.

Chicago, IL 60632

UPON PROPERTY LOCATED AT

81 S. 6th Ave.

LaGrange, IL 60525

LOAN NO. 01-09-03775A

86030606

Office