

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
RECORD

1986 FEB -5 PM 2:41

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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ...JANUARY 31..... 1986. The mortgagor is ..PERRY..SUSRAL..AND..ALINA..SUSRAL..HIS..WIFE..... ("Borrower"). This Security Instrument is given to ..INDIANA TOWER.. SERVICE,.. INC.,....., which is organized and existing under the laws of ...THE STATE OF INDIANA....., and whose address is ..216..WEST..WASHINGTON..... AVENUE,..SOUTH..LEVEL...INDIANA....46634..... ("Lender"). Borrower owes Lender the principal sum of ...SIXTY..THOUSAND..AND..00/100..... Dollars (U.S. \$***60,000.00**). 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 ...FEBRUARY 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 inCOOK..... County, Illinois:

LOT 12 ARTHUR DUNAS' PARK RIDGE ADDITION IN THE WEST 1/2 OF THE NORTH 20 RODS OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRTY PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

K
PIN: 09-35-304-020-0000

which has the address of ...600..SOUTH..CHESTER..AVENUE....., PARK RIDGE.....,
[Street] [City]

Illinois 60068..... ("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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COMMISSION EXPIRES

10-8-89

NOTARY PUBLIC

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS
THIRTEEN DAY OF OCTOBER A.D. 1986.

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY
THAT PERRY SUSRAL, HIS WIFE, PERSONALLY KNOWN TO ME TO BE THE SAME
PERSON(S) WHOSE NAMES(S) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPARED BEFORE ME THIS
DAY IN PERSON, AND ACKNOWLEDGED THE TERY SIGNED AND DELIVERED THE SAID INSTRUMENT AS
THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

COUNTY OF COOK SS
STATE OF ILLINOIS

BOX 333-W

Diane Carlson

ALINA SUSRAL, HIS WIFE
PERRYSUSRAL
INDIANA TOWER SERVICE, INC.
111 PLAZA DRIVE SUITE 101
SCHAUMBURG, ILLINOIS 60195
ATTN: DIANE CARLSON
PREPARED BY: *Frank T. Ritter*
Instrument and in any other(s) executed by Borrower and recorded with it,
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and
supplement the Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]
 Adjustable Rider Graduate Rider Planned Unit Development Rider 2-4 Family Rider
 Condominium Rider Other(s) [Specify] _____

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
secured by this Security Instrument, shall be entitled to collect 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, including, but not limited to, receiver's fees, premiums on
recreational bonds and reasonable attorney's fees, and then to the sums secured by this Security
Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument 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, including, but not limited to, receiver's fees, premiums on
recreational bonds and reasonable attorney's fees, and then to the sums secured by 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.

Instrument without charge to Borrower. Borrower shall pay any recordation costs.

33. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security
Instrument. If one or more riders are executed by Borrower and recorded together with this
Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and
supplement the Security Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [Check applicable box(es)]
 Adjustable Rider Graduate Rider Planned Unit Development Rider 2-4 Family Rider
 Condominium Rider Other(s) [Specify] _____

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-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 sum 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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MULTISTATE ADJUSTABLE RATE RIDER--ARM 5-2--Single Family--Family Income Instrument

8F052338

Change Date until the amount of my monthly payment begins on the first monthly payment date after the amount of my new monthly payment begins again.

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

(E) Effective Date of Changes

The interest rate I am required to pay at the first Change Date will not be greater than *****11.25% or less than ***7.25--%. 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 I have been paying for the preceding twelve months. My interest rate will never be greater than ***14.500----.

The Note Holder will then determine the amount of the monthly payment that would be result of this calculation will be the new amount of my monthly payment.

The Note Holder will then determine the amount of the monthly payment that would be result of repaying the unpaid principal that I am expected to make at the Change Date full on the maturity date at my new interest rate in substitution for all the

will be my new interest rate until the next Change Date.

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and 62.5/100-- percentage points (6.25%) to the current index. The Note Holder will 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(B) below, this rounded amount

(C) Calculation of Changes
will be the new interest rate for the next Change Date.

If the index is no longer available, the Note Holder will give me notice of this choice. If the result is no longer available, the Note Holder will choose a new index which is called the "Current Index".

The most recent index figure available as of the date 45 days before each Change Date is constant maturity of one year, as made available by the Federal Reserve Board. The beginning with the first Change Date, my interest rate will be based on an index.

(B) The Index
The interest rate I will pay may change month thereafter. Each date on which my interest rate could change is called a "Change Date".

19. 87-- and on that day my interest rate will be based on the first day of FEBRUARY.

(A) Change Dates
The interest rate I will pay may change on the first day of FEBRUARY

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and initial interest rate of ***9.25%. The Note provides for changes in the interest rate and the monthly payments, as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Additional provisions, in addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CONTAINS ALLOWING FOR CHANGES IN THE INTEREST RATE

(Properly Address)

600 SOUTH CHESTER AVENUE, PARK RIDGE, ILLINOIS 60068

19. 86-- and is incorporated into and shall be deemed to amend and supplement the mortgage, Deed of Trust or Security Deed (the "Borrower"), to secure Borrower's Adjustmentable Rate Note ("Note") to INDIANA TOWER SERVICE, INC. (the "Lender") of the same date, and covering the property described in the security instrument and located at:

(1-Year Treasury Index -- Payment and Rate Caps)

ADJUSTABLE RATE RIDER

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Borrower
(Seal)

ALINA SUSPAL

Borrower
(Seal)

MARK SIEGEL

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 Note. 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.

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 transfer to sign an assumption agreement. Lender may also require that Lender and this instrument to keep all the promises and agreements made in this Note and this Security instrument. Borrower continues to be obligated under the Note and this Security instrument until the promissory note is accepted by Lender.

Securities 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 transfer. The transferor is also required to furnish information required by Lender to evaluate the transfer. Lender also shall not exercise this option if: (a) Borrower causes Securitization instrument, Lender also shall not exercise this option if: (a) Lender is restricted by law as of the day of this instrument to Lender if exercised by federal law or any covenant in this instrument is breached or any provision of this instrument is amended to Lender.

Uniform Covenants 17 of the Security instrument is amended to read as follows:

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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 note.

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