

UNOFFICIAL COPY

PC

COOK COUNTY, ILLINOIS
FILED FOR RECORD

19657 6

1986 MAR 12 PM 12: 23

86097251

16⁰⁰

86097251

Box
435

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 4, 1986. The mortgagor is E. Jefferson Edman and Martina B. Edman, His Wife ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES, which is organized and existing under the laws of the United States of America, and whose address is 749 Ann Street - Des Plaines, Illinois 60016 ("Lender"). Borrower owes Lender the principal sum of Forty Five Thousand and no/100 Dollars (U.S. \$ 45,000.00). 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 April 10, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lots 67 and 68 (except the North 41 feet thereof) in Unit #1 of Robert W. Kendler's Addition to Morton Grove in section 18, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

10-18-412-029-0000

MAR 11 70-38-530 Z

See Adjustable Mortgage Loan Rider Attached

Cook County Clerk's Office

86097251

which has the address of 8917 Cherry Avenue Morton Grove
(Street) (City)
 Illinois 60053 ("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 seized 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.

My Commission Expires: _____
 ELAINE E. GERSTUNG, NOTARY PUBLIC
 MY COMMISSION EXPIRES DEC. 8, 1988

Witness my hand and official seal this _____ day of _____, 19____
 (he, she, they)

They _____ executed said instrument for the purposes and uses therein set forth.
 (his, her, their)
 have executed same, and acknowledged said instrument to be _____ free and voluntary act and deed and that
 before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
 E. Jefferson Edman & Martina B. Edman His Wife, personally appeared
 a Notary Public in and for said county and state, do hereby certify that

STATE OF _____ COUNTY OF _____
 SS: _____

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 _____
 (E. Jefferson Edman) (Martina B. Edman)
 (Seal) (Seal)
 (Borrower) (Borrower)

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 attorney's 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 attorney's 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. Rider 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)]
 Others (Specify) _____
 Graduated Payment Rider
 Adjustable Rate Rider
 Condominium Rider
 2-4 Family Rider
 Planned Unit Development Rider
 Other (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 _____
 (E. Jefferson Edman) (Martina B. Edman)
 (Seal) (Seal)
 (Borrower) (Borrower)

8609251

FIRST FEDERAL SAVINGS
 END LOAN ASSOCIATION OF DES PLAINES
 6801 ILL. ST. - DES PLAINES, ILL. 60016-6471
 BOX 455

Property of Cook County Clerk

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) in 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.

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(Cost of Funds Index — Payment and Rate Caps)

3 (2) / 2 5 19657 6

THIS ADJUSTABLE RATE RIDER is made this 4th day of March, 19 86, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DES PLAINES (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8917 Cherry Avenue, Morton Grove, Illinois, 60053

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER'S MONTHLY PAYMENT INCREASES MAY BE LIMITED AND THE INTEREST RATE INCREASES ARE LIMITED.

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 changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.25%. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Change Dates

The interest rate I will pay may change on the first day of May, 19 86, and on that day every 12th month thereafter. Each date on which my interest rate could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(C) Interest Rate Limit

My interest rate will never be less than 8.25%.

My interest rate will never be greater than 13.25%.

On the first Change Date, and on all succeeding Change Dates, the maximum that the interest rate may increase or decrease is Two Percent (2%), subject to the limitations set forth in this paragraph.

(D) The Index

Beginning with the first Interest Change Date, my interest rate will be based on an Index. The "Index" is the National Monthly Median Cost of Funds for FSLIC-Insured Institutions as made available by the Federal Home Loan Bank of Chicago. The most recent Index figure available as of the date 45 days before each Interest 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.

(E) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new interest rate by adding Two and One (2.50) 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 percentage point (0.125%). Subject to the limit stated in Section 2(C) above, the rounded amount will be my new interest rate until the next Interest Change Date.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 10th day of each month beginning on May 10, 19 86. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on April 10, 20 01, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 749 LEE STREET, DES PLAINES, ILLINOIS 60016 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 436.56. This amount may change.

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the 10th day of May, 19 86, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time Section 3(F) or 3(G) below requires me to pay the Full Payment.

86097251

UNOFFICIAL COPY

(Martina B. Edman)
 (Seal) Borrower
 (E. Jefferson Edman)
 (Seal) Borrower

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

Borrower.
 of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on
 Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration
 The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which
 If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration.

writing.
 Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in
 loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and
 To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the
 breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a
 information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b)
 date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender
 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the
 Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this
 or transferred (or if a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person) without
 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
 Uniform Covenant 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 the amount of my monthly payment before the
 effective date of any change. The notice will contain the interest rate or rates applicable to my loan for each month since the
 prior notice or, for the first notice, since the date of this Note. The notice will also 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.

4. NOTICE OF CHANGES

On the 5th Payment Change Date and on each succeeding 5th Payment Change Date thereafter, I will begin paying the Full Payment as
 Full Payment as my monthly payment until my monthly payment changes again. I will also begin paying the Full Payment as
 my monthly payment on the final Payment Change Date.

(G) Required Full Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the
 principal amount I originally borrowed. My unpaid principal could exceed that maximum amount due to the limited
 Payments and interest rate increases. If so, on the date that my monthly payment would cause me to exceed that
 limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount which would be sufficient to
 repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My monthly payment could be less than the amount of the interest portion of the monthly payment that would be
 sufficient to repay the unpaid principal I owe at the maturity date in full on the maturity date in substantially equal
 payments. If so, each month that my monthly payment is less than the interest portion, the Note Holder will subtract the
 amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid principal.
 The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate
 on the interest added to principal will be the rate required by Section 2 above.

(E) Additions to My Unpaid Principal

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment
 that would be sufficient to repay the unpaid principal that I am expected to owe at the Payment Change Date in full on the
 maturity date in substantially equal installments at the interest rate in effect on the Payment Change Date. The result of this
 calculation is called the "Full Payment." The Note Holder will then calculate the amount of my monthly payment due the
 month preceding the Payment Change Date multiplied by the number 1.075. The result of this calculation is called the
 "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, I may choose to pay the
 Limited Payment. If I choose the Limited Payment as my monthly payment, I must give the Note Holder notice that I am
 doing so at least 15 days before my first new monthly payment is due.
 *Limited payment may be chosen effective with 2nd payment change date.

(D) Calculation of Monthly Payment Changes

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as
 provided in Section 3(F) or 3(G) below.

1521609251



FIRST FEDERAL SAVINGS

And Loan Association
OF DES PLAINES

749 Lee Street • Des Plaines, Ill. 60016 • Telephone: 824-8118

CONVERSION / ASSUMPTION RIDER



This Rider is made this 4th day of March, 1986, 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 **FIRST FEDERAL SAVINGS & LOAN ASSOCIATION** (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at,

8917 Cherry Ave. Morton Grove, Illinois 60053

(Property Address)

Provided the Borrower is not in default under any of the terms of the Mortgage and Note referred to herein, and provided the property which is security for this note and the Borrowers herein meet the then standards of the Federal Home Loan Mortgage Corporation applicable to loan sales, the Association hereby grants to the Borrower the following option, to wit:

At any time during the first Five (5) years of this loan, the Borrower may request, by written notice of the Association, a modification of the interest rate charged herein. Upon exercise of this option, the Association agrees to do the following:

- (A) Modify the interest rate charges on this loan to an interest rate which shall be one-half percent (1/2%) over the then quoted Federal Home Loan Mortgage Corporation's (sixty (60) day mandatory commitment rate for single family homes) based upon the most recent published index.
- (B) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the mortgage upon conversion, the cost incurred by the Borrower prior to the modification of the note shall be One (1) Per Cent of the unpaid balance.
- (C) If at the time of the exercise of this option, the Federal Home Loan Mortgage corporation's sixty (60) day mandatory commitment rate referred to herein is not in use, the Association is authorized to choose, at its discretion, another comparable index.

ASSUMABILITY

Upon sale of the subject property the Borrower may elect to have his existing balance and rate assumed. If the purchaser applies and meets our then prevailing credit standards, an assumption may be effected. Upon completion of the assumption agreement and upon receipt of a 1% assumption fee, the mortgage shall be considered assumed and the previous owner's liability released. Once the conversion privilege has been exercised this assumption provision is null and void. This paragraph supercedes section "D" on the Adjustable Rate Loan Rider.

Dated this 4th day of March, 1986.

**FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
OF DES PLAINES**

BY: Jack A. Clark, Jr.
Jack A. Clark, Jr.
MANAGER/LENDING

BORROWER ACKNOWLEDGING RECEIPT

BY: E. Jefferson Edman
E. Jefferson Edman

BY: Martina B. Edman
Martina B. Edman

86097251



UNOFFICIAL COPY

IN SENATE
JANUARY 11, 1900

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899

ALBANY: J. B. LIPPINCOTT & COMPANY, PRINTERS.
1900.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

100-11522

