

# UNOFFICIAL COPY

LOAN # 02710358

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BELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CORNER MONROE and CLARK  
CHICAGO, ILLINOIS 60603

BOX 112.

HOME OFFICE LOAN NO. 02710357

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 11,  
1986. The mortgagor is EUGENE CASTON AND GEORGIA M. CASTON, HIS WIFE,  
("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of the UNITED STATES OF AMERICA and whose address is 79 W MONROE ST,  
CHICAGO, ILLINOIS 60603 ("Lender").  
Borrower owes Lender the principal sum of TWELVE THOUSAND AND 00/100  
Dollars (U.S. \$ 12,000.00). 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 03-01-1989. 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 13 (EXCEPT THE EAST 25 FEET) AND THE NORTH 15 FEET OF LOT 14  
(EXCEPT THE EAST 25 FEET) IN BRIGHAM'S RESUBDIVISION OF LOTS 43 TO 54  
IN PURPLE'S SUBDIVISION OF LOTS 8, 9 AND 10 IN BLOCK 4 IN WASHINGTON  
HEIGHTS IN SECTION 7, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

15.00

## THIS IS A JUNIOR MORTGAGE

PERMANENT TAX I.D. NUMBER 25-07-414-080

which has the address of 10113 S WOOD ST. *ef* CHICAGO  
(Street) (City)Illinois 60643 ("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.

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This instrument was prepared by: JACKIE MOSCA ..... 79 W. MONROE, CHICAGO, IL 60603.

Noary F. Tolosa

My Commission Expires: My Commission Expires May 14, 1988  
Witness my hand and official seal this X day of March 18th, 1996  
(he, she, they)

THEY ..... executed said instruments for the purpose and uses herein set forth.  
have executed same, and acknowledge said instruments to be ..... THEIR ..... free and voluntary act and deed and do  
before me and is (are) known or proved to me to be the person(s) who, being informed of the foregoing instrument,  
. EUGENE, CASTON, AND, SOROGIA, M., CASTON, HIS, WIFE ..... personally appeared  
. ...., a Notary Public in and for said county and state, do hereby certify that  
I, MARY, ANNE, Helfrich, a Notary Public in and for said county and state, do hereby certify that  
I have executed same, and acknowledge said instruments to be ..... THEIR ..... free and voluntary act and deed and do  
before me and is (are) known or proved to me to be the person(s) who, being informed of the foregoing instrument,  
.....

COUNTY OF COOK COUNTY ..... }  
STATES OF ILLINOIS. X

86142257

(Space Below This Line for Acknowledgment)  
GEORGIA M. CASTON .....  
Borrower .....  
(Seal) *Eugene J. Caston*  
EUGENE CASTON .....  
Borrower .....  
(Seal) *Eugene J. Caston*

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

## Other(s) [Specify] SECURITY LOAN MORTGAGE RIDER

- Graduated Payment Rider     Planned Unit Development Rider  
 Adjustable Rate Rider     Condominium Rider     2-4 Family Rider

Instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
applicable to this instrument, the covenants and agreements of each Security instrument into which a amendment and  
this Security instrument, if one or more riders are executed by Borrower and recorded together with  
23. Riders to this Security instrument, the covenants and agreements of each Security instrument as if the rider(s) were a part of this Security  
22. Waiver of Homeestead, Borrower waives all right of homestead exemption in the Property.  
Instrument without charge to Borrower. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security  
21. Release. Upon payment of all sums accrued by this Security instrument, Lender shall pay any recording costs.  
Instrument, including those parts due. Any rents collected by Lender or the receiver's fees, premiums on  
the Property included to enter upon, take possession of and manage 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  
the instrument, (Check applicable boxes) (a) Covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and by judicially  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by attorney  
applicable to the instrument, the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security  
20. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including  
this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding,  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
extinction of a deficiency or any other defauit to Borrower to acceleration and foreclosure. If the default is not cured on or  
before the date to which the right to reinstate after acceleration and the right to assert in the notice non-  
inform Borrower of the date to reinstate after acceleration and the date of the Property. The notice shall further  
secured by this Security instrument, foreclosure by judicial proceeding and sale of the same  
and (d) that failure to cure the default or before the notice is given to Borrower, by which the default must be cured;  
unless (c) a date, not less than 30 days from the date the notice is given to Borrower, by which action required to cure the  
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  
19. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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6/12/2017

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 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. Noticees.** 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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Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lesseehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lenders' Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding involving the Property, Lender's rights in the Property (such as a proceeding in bankruptcy) may be limited by a provision of the lease, or by a provision of the Property's regulations, which has priority over 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 attorney fees and costs incurred by the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 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 rate set forth in the Note, and shall be payable, with interest, upon notice from Lender to Borrower reducing payingment.

When the notice is given,  
Unless a Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or  
postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If  
any payment is delayed 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 upon

out 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 economically feasible and Lender's security is not lessened, if the property damaged, if the restoration or repair is 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 there is a deficiency. 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 sue the insurance carrier for the property or to pay sums secured by this Security Instrument, whether or not there is a deficiency. The 30 day period will begin

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 until payment in full is made. Lender may make prompt notice to the borrower if not made promptly by Borrower.

**5. Hazardous Substance.** Borrower shall keep the title to property/equipment now existing or hereafter acquired on the Property free from any claim or lien for any amount due to any person for services rendered or materials furnished in connection with the construction, repair, maintenance or removal of any Hazardous Substance.

Borrower shall promptly disclose any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defends against any claim or action brought by the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or defraud the Lender; or (c) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender.

4. **Chargers**: Lessor, Borrower shall fully repair, maintain and replace all chargers, accessories, attachments, chargers, fuses and incompatible alternatives attributable to the property which may result from ordinary wear and tear or normal use.

any Funds held by Lender. If under or in accordance with the terms of this Agreement, any Funds held by Lender, Lender shall apply, to the time of final liquidation of the Property, to the payment of the amounts due by Lender under this Agreement.

If the amount of the Funds held by Leander together with the future monthly payments of Funds payable prior to the maturity date of the agreement, shall exceed the amount required to pay the escrow items when due, the excess shall be paid by Leander.

The Funds shall be held in an institution the deposits of which are insured by a federal or state authority, and shall be used under the terms of agreements made with such authority.

**1. Payments of Principal and Interest.** Borrower shall commence payments of principal and interest by the Note and any prepayment of principal 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

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Loan No. 02710358

## EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)  
(Revolving Line of Credit)

THIS EQUITY LOAN MORTGAGE RIDER is made this 11TH day of MARCH,  
1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of  
the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELL FEDERAL  
SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in  
the Security Instrument and located at:

10113 S WOOD ST., CHICAGO, IL 60643

(PROPERTY ADDRESS)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.**

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, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3. and 4. of the Equity Note provides for changes in the interest rate and the monthly payments and for billing notices, as follows:

### 2. INTEREST

#### a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 04-01-1986 and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

#### 1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

#### 2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. There is no maximum limit on changes in the interest rate.

### 3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under the Note. The monthly payment shall be sufficient to repay in full the principal of my loan in substantially equal payments by the maturity date at the interest rate effective for the billing cycle immediately prior to the payment. The interest rate on this Note may change from time to time. An increase in interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

Revolving Line Of Credit — 5/85  
Equity Loan Mortgage Rider (BFS&L)  
1983

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HOME OFFICE LOAN NO. 607-163  
BOX 112  
BELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CORNELL MINORNE AND CLARK  
CHICAGO, ILLINOIS 60603

**GEORGIA M. CASTON**  
**WILHELMINA H. COLEMAN**  
**(SEAL)**

EUGENE CASTON  
WORCESTER MASS.  
*(Signature)*  
(SEAL)

31. LINE OF MORTGAGE. The line of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Equity Loan Note to the same Note to the extent of any indebtedness existing at the time of the execution of this Mortgage without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

32. SIGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Equity Loan Mortgage.

30. **ASSERTION.** Now, with a view to the Mortgagor's safety, if all or any part of the property of any interest in it is sold or transferred (or if a bundle of cail interest in Borrower is sold or transferred and Borrower will not affect or negate any of Landowner's other rights and remedies, under Paragraph 17 of the Mortgage).

29. DEFALKT In the event of any default under this term of the Mortgagel, the Equity Loan Mortgagel Hider or the Equity Note, Lender will notify Borrower in writing, pursuant to Paragraph 13, 17 and 19 of the Mortgagel, of acceleration of this loan. Upon the giving of notice of acceleration, no future advances under the line of credit will be permitted. If Borrower cures the default to Lender's satisfaction, future advances under the line of credit may be made.

28. STAFF ATTORNEYS' FEES.—The firm "attorneys' fees" shall include reasonable fees charged by the Lawyer for the

be repaid, the Borrower will begin making payments in accordance with the terms of the Note and the Mortgagor will be responsible for all costs and expenses of collection, including attorney's fees.

22. DEFERRAL OF TAX AND INSURANCE ESCROWS. This mortgagee provides for payments to be made for tax and insurance escrows. As long as the mortgagee defers to the payment of taxes and insurance until January 1st, the mortgagee defers to the payment of taxes and insurance until January 1st.

in the County of **COOK**, Illinois, as Document No. **2305461**  
and recorded on **11/13/1973** at **10:00 AM** in the office of the Clerk.

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25. RELEASE FEE. Notwithstanding Clause 21 of the Security Instrument to the contrary, the Security Instrument

22. ADDITIONAL INSURANCE. In the event that any, either or all of the underwriting companies shall fail to secure life insurance on such indebtedness for the benefit of the Lender, the amount of premium due and payable on all premiums on such indebtedness hereby accrued, the Borrower agrees to pay or provide for the payment of all premiums on such indebtedness for the benefit of the Lender.

### B. ADDITIONAL NON-UNIFORM GOVERNANTS

Each month that there is an outstanding principal balance I will receive a bill from the bank for the outstanding principal balance plus interest at the periodic rate. Payments from the last billing date, the date and amount of interest added to the end of the billing cycle, the principal outstanding and any other items the Note Holder may choose to disclose.

4. BILLING NOTICES