

UNOFFICIAL COPY

RECORDING REQUESTED BY:

Farmers Savings Bank

WHEN RECORDED MAIL TO:

MID-AMERICA FEDERAL
2450 East Main Street
Columbus, OH 43209

UP1034

86127118

Loan#7103097

ASSIGNMENT OF DEED OF TRUST/MORTGAGE

For Value Received, the undersigned hereby grants, assigns and transfers to MID-AMERICA FEDERAL all beneficial interest under that certain Deed of Trust/Mortgage dated April 16, 1984, executed by Thomas M. Collinger and Kathleen Fellows Collinger, Husband and Wife, Trustor/Mortgagor, to Manufacturers Hanover Mortgage Corporation, Trustee/Mortgagee, and recorded on in Book _____, at page _____, as Instrument No. 27 283 545 of Official Records in the County Recorder's office of the County of Cook, State of Illinois.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said deed of trust.

DATED: OCTOBER 8, 1985

17-09-251-010-1010

FARMERS SAVINGS BANK, a corporation

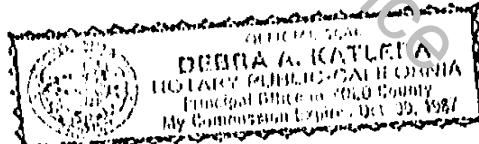
STATE OF CALIFORNIA) ss
COUNTY OF YOLO)

On Oct 9 '85 before me, the undersigned, a Notary Public in and for said State, personally appeared Colleen Tribble, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Senior Vice President and Becky S. Poisson, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Debra A. Katleba

DEBRA A KATLEBA
Name (Typed or Printed)



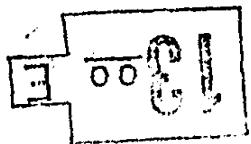
86127118

UNOFFICIAL COPY

RECEIVED

5 APR 86 9:15

Property of Cook County Clerk's Office



APR-3-86 39928 • 8612110-A • file

-86-127118

UNOFFICIAL COPY

8 6 1 2 7 1 1 0

Draft
86127118

Petrie: 4-a-c9

COOK COUNTY, ILLINOIS
FILED IN RECORD

1981 APR 24 AM 9 53

27 283 545

Subj: H. C. M.
RECOG'D OF PLEAS

27 055 833

MAIL TO:

32-10809-7
27 055 833
LNU

This instrument was prepared by:
MANUFACTURERS HANOVER
MAUREEN O'CONNOR
3051 OLIVE AVE Rm
DOWNERS GROVE, IL 60515
(Address)

MORTGAGE

THIS MORTGAGE is made this 16th day of April 1984,

between the Mortgagor,
THOMAS H. COLLINGER AND KATHLEEN FELLOWS COLLINGER, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, MANUFACTURERS HANOVER MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF DELAWARE

whose address is 27555 FARMINGTON ROAD, FARMINGTON HILLS, MICHIGAN 48018

(herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of

ONE HUNDRED FIFTY THOUSAND AND NO/100----- Dollars,
which indebtedness is evidenced by Borrower's note dated

(herein "Note"), providing for monthly installments of principal and interest, with the balance of

the indebtedness, if not sooner paid, due and payable on MAY 1, 2014;

To Secure to Lender (a) 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; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"); Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

SEE ATTACHED EXHIBIT "A"

This document being recorded for the purpose of incorporating the date of the instrument.

THE ADJUSTABLE RATE RIDER AND CONDOMINIUM RIDER ATTACHED HERETO AND EXECUTED ON EVEN DATE HEREWITH ARE INCORPORATED HERIN AND THE COVENANTS AND AGREEMENTS OF THE RIDERS SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS MORTGAGE, DEED OF TRUST, DEED) AS IF THE RIDERS WERE A PART HEREOF.

COOK COUNTY, ILLINOIS
FILED IN RECORD

1981 OCT -5 AM 9 44

27283545

which has the address of 315 W. ILLINOIS STREET UNIT 3A
CHICAGO (Illinois)
ILLINOIS 60610 (herein "Property Address").
(State and Zip Code)

CHICAGO (Illinois)

27 283 545

Together with all the improvements now or hereafter erected on the property, and all personalty, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, air 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 household estate if this Mortgage is on a household) are herein referred to as the "Property".

Borrower agrees that Borrower is lawfully seized of the estate hereby conveyed and has the right to make, sell, lease, 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 the following exceptions or restrictions listed in a schedule of exceptions to coverage in and other documents relating to securing Lender's interest in the Property.

27 055 833

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

86127998 667271 6

EXHIBIT "A"

UNIT 3A IN ANCHOR LOFTS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY
OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE, (HEREINAFTER REFERRED
TO AS "PARCEL"): LOT SIX(6), AND THE EAST 62-10/12 FEET OF LOT FIVE(S)
IN ASSESSOR'S DIVISION OF BLOCK ELEVEN(11) IN NEWBERRY'S ADDITION TO
CHICAGO IN SECTION NINE (9), TOWNSHIP THIRTY HINK(39) NORTH, RANGE FOURTEEN
(14) EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS
EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM MADE BY AMERICAN NATIONAL
BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED
DECEMBER 10, 1978 AND KNOWN AS TRUST NUMBER 55263 RECORDED IN THE OFFICE
OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 25579945,
TOGETHER WITH 100 PER CENT INTEREST IN SAID PARCEL, (EXCLUDING FROM SAID
PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF, AS
DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

PERMANENT INDEX NUMBER: 17-09-251-010-1010

27 25 545
27 055 833

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8612779827 18

J2-210807-7

ADJUSTABLE RATE RIDER (Interest Rate Limits)

This ADJUSTABLE RATE RIDER is made this 10 day of April 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed in Deed-in-Deed instrument ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Payment of Adjustable Rate Note to MANUFACTURERS, HANDICRAFTS, MACHINERY CORPORATION, A. DELAWARE CORPORATION (the "Lender") of the same date (the "Note") and covering the property (the) described in the Security Instrument and heretofore set forth.

115 S. ILLINOIS STREET, UNIT 3A, CHICAGO, ILLINOIS 60610
(Present Address)

The Note contains provisions allowing for changes in the interest rate every year subject to the limits stated in the Note. 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 PROVISIONS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10,000.0% Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate will not change on the day of April 1984, and on that day every 12th month thereafter. Each date on which my rate of note could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based upon the "U.S. CONVENTIONAL WEEKLY AVERAGE YIELD ON UNITED STATES GOVERNMENT SECURITIES ADJUSTED TO A CONSTANT MATURITY OF ONE YEAR AS MADE AVAILABLE BY THE BOARD OF RESERVE BOARD."

The most recent index figure available as of the date 60 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding .2500 percentage points to 2,800.0% (the Current Index). The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) above, this new amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the unpaid principal balance of my loan I am expected to use on the Change Date in full on the maturity date of my note at interest rates in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The rate of interest I am required to pay may not exceed 12,000.0% at the first Change Date; thereafter, the rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than 2.000 percentage point (2%) (or two percentage points (2.000%) from the rate of interest I have been paying for the preceding twelve months. My interest rate also shall never be greater than 10,000.0%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is intended to read as follows:

4. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fees and impositions attributable to the Property which may attain a priority over this Security Instrument, and household payments or grossed rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payment. Borrower shall promptly discharge any lien which has priority over this Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation served by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or foreclosure of the Property or any part thereof; or (c) shall serve from the holder of such lien a written agreement in a form satisfactory to Lender submitting such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

MHCC ADJUSTABLE RATE RIDER—Interest Rate Limits 1-4 Family—1/84

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

86127781 1 B

32-710809-7

C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

14. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class 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 first class mail 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of 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. 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 so conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

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

Uniform Covenant 16 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred for 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 Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Provisions as of the date of this Security Instrument. 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. Notwithstanding a sale or transfer, Borrower shall continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing.

F. COVENANT DELETED

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is broadly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then, (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (2) 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 under the Note.

H. LEGISLATION

If, after the date hereof, enactment or operation of applicable laws have the effect either of rendering the provisions in the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Rate Rider.

THOMAS H. CHILLINGER
CATHERINE M. CHILLINGER
KATHLEEN PULLOUS CHILLINGER/BUD WIFE

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Signature Block)

27 263 545

27 055 833

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Blk 8574781 1 8
UNOFFICIAL COPY

32-710800-7

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this . . . 18th . . . day of . . . APRIL . . . 19 . . . 84, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") in secure Borrower's Note to . . . HANOVER ANCHOR MORTGAGE CORPORATION . . . (herein "Lender") and covering the Property described in the security instrument and located at . . . 215 N. ILLINOIS STREET, UNIT 3A, CHICAGO, ILLINOIS, 60610. . . .
(Property Address)

The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project known as . . . ANCHOR LOFTS CONDOMINIUM . . .
(Name of Condominium Project)

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. **Assessments.** Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project (herein "Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. **Hazard Insurance.** So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;

(ii) Borrower's obligation under Uniform Covenant 3 to maintain hazard insurance coverage on the Property is deemed satisfied; and

(iii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the security instrument, with the excess, if any, paid to Borrower.

C. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or construct:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. **Remedies.** If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due condominium assessments, then Lender may invoke the remedies provided under the security instrument, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

THOMAS H. COLLINGER
KATHLEEN MARGARET COLLINGER

CONDOMINIUM RIDER - 1144 Form - 6/75 - FHLB/PMBN/DMR/MH/MS/ML

RECEIVED
RECORDED
CLERK'S OFFICE

UNOFFICIAL COPY

RECEIVED - CLERK'S OFFICE

Property of Cook County Clerk's Office

UNOFFICIAL COPY

86129118

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 accrued; (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 sum 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. As additional security hereunder, Borrower hereby agrees to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 herein or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at one time prior to the expiration of any period of re-decree 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. All 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 sum secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower, such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, nor including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of one thousand plus US \$ 00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of acceleration, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

In Witness Wherefore, Borrower has executed this Mortgage.

THOMAS H. COLLINGER
KATHLEEN YELLOWS COLLINGER (HIS WIFE)

STATE OF ILLINOIS,

I, Notary Public, in and for said county and state,
do hereby certify that THOMAS H. COLLINGER AND KATHLEEN YELLOWS COLLINGER

personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they
signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein
set forth.

Given under my hand and official seal, this 10th day of April, 1984
My Commission expires: 10/24/86 Ronald Febo

2023 E45

RECORD & RETURN TO:

MANUFACTURERS HANOVER
MORTGAGE CORPORATION
3051 Oak Grove Road, Suite 110
Downers Grove, IL 60518

27 055 235

UNOFFICIAL COPY

Property of Cook County Clerk's Office