

UNOFFICIAL COPY

(2)

86133132 843347

This instrument was prepared by:
RICHARD J. JAHNS
 (Name)
5200 W. FULLERTON AVE
 (Address)
CHICAGO, ILL 60639

86133132

MORTGAGE

THIS MORTGAGE is made this 3RD day of MARCH, 1986, between the Mortgagor, JOHN F. STEINBRAKER AND ANNETTE M. STEINBRAKER, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 5200 West Fullerton — Chicago, Illinois 60639 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SEVENTY FIVE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated MARCH 03, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 01, 2016.

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:

THE WEST 1/2 OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING 167.62 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 THENCE WEST 260 FEET, THENCE SOUTH 167.6 FEET THENCE EAST 260 FEET, THENCE NORTH 167.6 FEET TO PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

TAX INDEX NUMBER: 08-10-300-069

REC'D 7/1/98

which has the address of 516 E. NOYES STREET, ARLINGTON HEIGHTS,
 (Street) (City)
ILLINOIS 60005 (herein "Property Address");
 (State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

UNOFFICIAL COPY

RETURN TO BOX 403

(space below this line reserved for leader's signature)

ל'יאו י'ל'ז' 1981

My Commission expires:

9月 61

3RD day of March

Sect. forth.

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that JOHN P. STEINBRAKER, AND ANNETTE M. STEINBRAKER, HUSBAND and wife personally known to me to be the same person(s) whose name(s) appear ANNUALLY known to me to be the same person(s) whose name(s) appear subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the instrument was executed by them voluntarily and for the uses and purposes herein signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein.

STATE OF ILLINOIS.....County ss:

84K

九五

ANNETTE M. STEINBRAKER

卷之三

Prior to entry of a judgment enjoining the Borrower from making any payment and cure by Borrower, this Judgment shall remain in full force and effect as if no acceleration had occurred.

(d) Borrower takes such action as Lender may reasonably require to assure that the loan of this Mortgage is free and clear of all liens, encumbrances, charges, expenses incurred by Lender in providing the coverings and agreements of Borrower contained in this Mortgage and in the property and Borrower's obligations to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Judgment shall remain in full force and effect as if in the property and Borrower's obligations to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents: Assignment of Rents: Acceleration under paragraph 18 hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof assign to Lender the rents of the Property, provided that Borrower has reundered. Borrower hereby agrees to Lender in Possession: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect or demand payment 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. 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 fees, premiums on recievers bonds and reasonable attorney's fees, and then to the sums 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 accrued by this Mortgage, shall be secured by this Mortgage and collected in accordance with Note Plus \$ 5.00.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, except the original amount of the Note Plus \$ 5.00.

23. Waiver of Mortgagor. Borrower hereby waives all rights of homestead exemption in the property.

10 Borrower, Lender shall pay all costs of recordation, if any.

11 Without further notice, Borrower has executed this Mortgage.

UNOFFICIAL COPY

80100102

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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 the same prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

* OR **if the borrower ceases to occupy the property as his principal residence**

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

UNOFFICIAL COPY

shall be incorporated into and shall amend and supplement the specifications and agreements of this Mortgage as it stands.

6. Preservation and Maintenance of Properties: Landmarks; Condominiums; Leases; Borrower's Remedies: Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the Property and shall comply with the provisions of any lease or agreement entered into by Borrower with any lessee or licensee of the Property and shall conform to all applicable laws, rules and regulations of the City, State and Federal Government and of any other governmental body having jurisdiction over the Property.

of possession the due date of payment of the monthly instalments referred to in paragraphs 1 and 2 hereof or of payment of the amount of the monthly instalments referred to in paragraphs 1 and 2 hereof or of the amounts of such instalments. If under paragraph 18 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortagage prior to the sale or acquisition.

the Propertry, damaged, provided such restoration or repair is economically feasible and the security of this Mortagage is not hereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortagage is not sufficient to cover the amount of the deficiency, the Borrower shall pay to the Lender the amount of such deficiency, and the Lender may sue for the same in the name of the Borrower.

All insurance companies and reinsurance firms shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, and Borrower shall promptly notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided or, if not paid in such manner, by Borrower making payment directly to the insurance carrier.

3. **Charges:** Lessor; Borrower shall pay all taxes, assessments and other charges, and provide a premium over the interest rate paid in such manner, by Borrower or lessor of amounts due under this paragraph, and in the manner provided below.

Note and Paragraphs 1 and 2 hereof, then to amounts payable on the Note, then to the principal of the Note, and under Paragraph 2 hereof, then to amounts payable on the Note, then to the principal of the Note.

held by Lender. If under paragraph 18 hereof the Property is sold or otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Note.

permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Note to make such a charge. Borrower and Lender shall pay all expenses of collection, including attorney's fees, incurred by this Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to Leader on the day immediately preceding the date of principal and interest due under the Note, plus one-twelfth of yearly premium insurance for mortality estimates from time to time by Leader on the basis of assessments and bills and reasonable estimates thereof.

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

UNOFFICIAL COPY

61631

ADJUSTABLE RATE LOAN RIDER

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

This Rider is made this 3RD, 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 CRAIG 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 516 E. NOYES STREET, ARLINGTON HEIGHTS, ILLINOIS 60005.

Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.00%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JUNE 01, 1987, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
[Check one box to indicate Index.]

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

(2) SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD.

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) There is no maximum limit on changes in the interest rate at any Change Date.

(2) The interest rate cannot be changed by more than .4 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any 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.

C. PRIOR LIENS

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

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

John F. Steinbraker
JOHN F. STEINBRAKER

(Seal)
—Borrower

Annette M. Steinbraker
ANNETTE M. STEINBRAKER

(Seal)
—Borrower

86133132

UNOFFICIAL COPY

-86-133132

Property of Cook County Clerk's Office
11/18/86

DEPT-01 RECORDING \$13.30
14444 TRAN 0143 04/06/86 09:45:00
#1969 #12 *-86-133132