

PT 6-03-150.

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COOK COUNTY, ILLINOIS
RECORD OF DEEDS & RECORDS

1986 MAY -7 PM 12:07

86180831

MAIL TO

Robert J. Cantieri
5455 West Belmont Avenue
Chicago, Illinois 60641

86180831

15.00

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on March 27, 1986. The mortgagor is ROBERT J. CANTIERI, a bachelor..... ("Borrower"). This Security Instrument is given to FIDELITY, FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing under the laws of the United States of America and whose address is 5455 West Belmont Avenue, Chicago, Illinois 60641..... ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FIFTEEN THOUSAND AND 00/100..... Dollars (U.S. \$115,000.00....). 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 May 1, 2016..... This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 7 in Barrington Hillcrest Acres First Addition, being a Subdivision of the North 1333.0 feet of the West 964.0 feet of the Northeast Quarter of Section 6, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

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which has the address of 114 Prospect Drive
(Street)
Illinois 60010 ("Property Address");
(Zip Code)

Barrington
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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This instrument was prepared by, DOLores Hakoma, 5455 W. Belmont Ave., Chicago, IL 60641.

Notary Public

5/25/87
My Commission Expires:

Witness my hand and official seal this day of 1987.

(he, she, they)

..... executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be N.Y.S. free and voluntary act and deed and do before me and is (use) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, before me and I, CANTIERI, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF COOK }
STATE OF ILLINOIS }

LOAN NO. 2-111001-1

Box 36

OR

Fidelity Federal Sav & Loan
Association of Chicago
5455 West Belmont Avenue
Chicago, Illinois 60641

[Space Below for Acknowledgment]

Borrower
(Seal)

Robert J. Cantieri
Robert J. Cantieri

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

Other(s) (Specify) _____
 Graduate Pilot Rider Planned Unit Development Rider
 Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument (Check applicable box(es))
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 supersede the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

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

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower, except that to the sum so paid by the Borrower, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including

costs of management of this Property and collection of rents, including, but not limited to, receiver's fees, premium on the property including those paid due. Any rents collected by Lender or the receiver shall be applied first to paymenent of the principal received reciever of interest upon, take possession of and manage the Property and to collect the rents of prior to the expiration of any period of acceleration 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 until the receiver is appointed or until the receiver is removed by the court or until the receiver ceases to collect the rents of the property.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and if any time before the date specified in the notice to accelerate, Lender shall be entitled to collect all expenses incurred in collecting the rents of the property.

NON-INTEREST COVENANTS. Lender shall give notice to Borrower before to accelerate following Borrower's failure to perform any covenant in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date acceleration under paragraph 13 and 17

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise).

MAIL TO: Box 36

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment 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 to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair 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 not 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 then due, with 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 use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired 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 prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and 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 attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender's right to require payment of amounts due under this Note is terminated by death, bankruptcy, or other cause, such right shall not be affected unless Borrower has been given written notice of the termination and has failed to make payment within 30 days after receipt of such notice.

8. Insurance. Lender may make reasonable advances upon any insurance policy held by Borrower to pay the premiums required to maintain the insurance coverage in accordance with the terms of the policy. Lender's rights under this Note are not affected by the failure of Borrower to pay the premiums.

9. Covenants. The proceeds of any award or damage, or for compensation for damage, shall be applied to Borrower's Note or to a trustee holding receipts for the Note.

10. Postponement. Extension of the amount of principal or interest due under this Note or of any other obligation of Borrower may be postponed by mutual agreement of the parties, provided that the extension does not exceed the original maturity date of the Note.

11. Successors and Assigns; Joins and Substitutes; Co-signers; Co-lenders. The covenants and agreements of Borrower under this Note shall bind his heirs, executors, administrators, and successors to him, and shall be binding on his estate if he dies before payment in full is made.

12. Loan Charges. If the loan secured by this Note is used to pay the maximum amount of interest permitted by law, the amount of interest so collected or to be collected in charges, and then loan is finally prepaid so that the loan charge collected or to be collected in charges, any notice to Borrower provided for in this Note shall be deemed to have been given to Borrower or Lender where given by paragraph 17.

13. Legislation Against Lenders' Rights. If application of applicable law without regard to the Note or any provision of this Note violates any statute, regulation, or rule of law, that portion of this Note which violates such statute, regulation, or rule of law will be ineffective to the extent that it violates such statute, regulation, or rule of law.

14. Notices. Any notice to Borrower provided for in this Note shall be given by delivery to Borrower or Lender at the address set forth in paragraph 17.

15. Governing Law; Severability. This Security Instrument shall be governed by the laws of the state in which the property is located. In the event that any provision of this Note or of any instrument or agreement relating thereto is held to be illegal or unenforceable, such provision shall be severed by the court and the remaining provisions of this Note shall remain in full force and effect.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficiary Interest in Borrower. If all or any part of the property or any interest in it is sold or transferred (or in a beneficial interest in Borrower) to another person, the transferee shall be liable to Lender for all sums secured by this Security Instrument in full as if no transfer had occurred.

18. Borrower's Right to Remonstrate. If Borrower makes certain demands at any time prior to the maturity date of this Note, Lender may invoke any of the following rights:

(a) pays Lender all sums which then would be due under this Note and the Note shall be declared to be in default;

(b) gives any default of any other covenant or agreement, except those contained in this Note, to Lender;

(c) pays all expenses incurred in enforcing this Note and the Note shall be declared to be in default;

(d) takes such action as Lender may deem necessary, including, but not limited to, repossessing the property or any instrument or equipment used to secure this Note, or any other instrument executed by Borrower to pay the Note.

19. Security Instruments. Lender may invoke any of the following rights:

(a) pays Lender all sums which then would be due under this Note and the Note shall be declared to be in default;

(b) gives any default of any other covenant or agreement, except those contained in this Note, to Lender;

(c) pays all expenses incurred in enforcing this Note and the Note shall be declared to be in default;

(d) takes such action as Lender may deem necessary, including, but not limited to, repossessing the property or any instrument or equipment used to secure this Note, or any other instrument executed by Borrower to pay the Note.

20. Remedies Available by Lender. If Lender's rights under this Note are terminated by death, bankruptcy, or other cause, such rights shall not be affected unless Borrower has been given written notice of the termination and has failed to make payment within 30 days after receipt of such notice.

21. Remedies Available by Borrower. If Lender's rights under this Note are terminated by death, bankruptcy, or other cause, such rights shall not be affected unless Borrower has been given written notice of the termination and has failed to make payment within 30 days after receipt of such notice.

22. Remedies Available by Both Parties. If Lender's rights under this Note are terminated by death, bankruptcy, or other cause, such rights shall not be affected unless Borrower has been given written notice of the termination and has failed to make payment within 30 days after receipt of such notice.

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ADJUSTABLE RATE RIDER

(3 or 5 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 27th day of March, 1986, 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, 5455 West Belmont Avenue, Chicago, Illinois 60641 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

114 Prospect Drive, Barrington, Illinois 60010
(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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 an initial interest rate of 10.00%. The Note provides for changes in the interest rate and the monthly payment, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 1993, and on that day every 6.0 months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities, adjusted to a constant maturity of five years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 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 two percentage points (2%) 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%). This rounded 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 repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limitations on Interest rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than two percentage points (2%) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of five percentage points (5%) prior to the maturity date. The interest rate charged by the Lender cannot fall below 10.00% per centage points.

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

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

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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LOAN NO. 2-111001

Property of Cook County Clerk's Office
86180831

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

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

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