

## UNOFFICIAL COPY

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BELL FEDERAL SAVINGS AND  
LOAN ASSOC.  
CORNELL, MONROE and CLARK  
COUNTIES, ILLINOIS 60603

BOX 112

HOME OFFICE LOAN NO. 027-11182

15<sup>00</sup>

(Space Above This Line For Recording Data)

## MORTGAGE

APRIL 22

THIS MORTGAGE ("Security Instrument") is given on April 22, 1988 by the mortgagor is CARL W. CEDERQUIST AND PATRICIA A. CEDERQUIST, 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 7 W MONROE ST CHICAGO, ILLINOIS 60603. ("Lender"). Borrower owes Lender the principal sum of FIFTEEN THOUSAND AND 00/100 Dollars (U.S. \$ 15,000.00). 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 85-8T-2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois.

THE NORTH 50 FEET OF LOT 6 IN BLOCK 1 IN THE RESUBDIVISION OF PARTS OF BLOCK 1, 3, 4 AND 5 IN PENN AND MEACHAM'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

PERMANENT TAX I.D. NUMBER 09-26-412-020 VOLUME: 93

Which has the address of 320 N. WASHINGTON PARK RIDGE  
(Street) (City)

Illinois 60068 ("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 YOLANDA ALVAREZ 79 W MONROE CHICAGO IL 60603

Nostalgia Pueblo

CEBELL & HANNA  
TRIAXIS NOISEVIEW

### My Commuter Express:

Wicomes my hand and official seal this . . . . .

(cont'd.)

CARL W. CEDRGRADUATE AND PATRICK NAGY Public School #15, do hereby certify that before me and is (are) known or proved to me to be the Person(s) who, herein, have signed or affixed their names, personally appeared, personally appreared before me and is (are) known or proved to me to be the Person(s) who, herein, have signed or affixed their names, and acknowledged said instrument to be free and voluntary act and deed and that have executed said instrument for the purposes and uses therein set forth.

COUNTY OF  
STATES OF

86183595

[Space Below This Line for Acknowledgment]

PATRICIA A. GEDREQUIS (Seal) *[Handwritten signature]*

**CARL W. CEDERQUIST** -60700000  
**(SEAL)**

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

2-4 Family Rider  
 Adult/Single Rate Rider  
 Condominium Rider  
 Graduated Payment Rider  
 Planned Unit Development Rider  
 Other(s) [Specify] BEAUTY LOAN MORTGAGE RIDER

22. Waver of Homestead, Borrower waives all right of homestead exemption in the Property.

23. Right to the Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the provisions and agreements of each such rider shall be incorporated into and shall amend and supplement this Security Instrument, if necessary, to the satisfaction of the holder(s) of this Security Instrument. [Check applicable boxes]

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment against the Person, by agreement judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by 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 fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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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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**18. Borrower's Right to Remandate.** If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security Instrument discontested at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinitiation) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Borrower shall have the right to remandate this Security Instrument to any court of competent jurisdiction before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

(a) 5 days (or such other period as applicable law may specify for reinitiation) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

(c) pays Lentender all sums which then would be due under this Security Instrument and the Note had no acceleration accrued, (b) cures any defect in or any other covenants or requirements; (c) pays all expenses incurred in enforcing this instrument; (d) takes such action as Lentender may require to assure that the obligations in this instrument are performed; (e) pays Lentender the amount of any deficiency in the sale of the Property.

19. Borrower's Right to Remandate. If Borrower meets certain conditions, Borrower shall have the right to have agreement of this Security Instrument discontested at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinitiation) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

Borrower shall have the right to remandate this Security Instrument to any court of competent jurisdiction before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

(a) 5 days (or such other period as applicable law may specify for reinitiation) before sale of the Property pursuant to any power of sale contained in this instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions are set forth below:

(c) pays Lentender all sums which then would be due under this Security Instrument and the Note had no acceleration accrued, (b) cures any defect in or any other covenants or requirements; (c) pays all expenses incurred in enforcing this instrument; (d) takes such action as Lentender may require to assure that the obligations in this instrument are performed; (e) pays Lentender the amount of any deficiency in the sale of the Property.

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If Leander exercises this option, Leander shall give Borrower notice of acceleration. If Leander fails to pay all sums secured by this Security Instrument within fifteen (15) days from the date the notice is delivered or mailed to Borrower prior to the expiration of this period, Leander may invoke any remedy available by law.

recommended by Leander H. Lerner is recommended by Leander H. Lerner

17. Transfer of the Property or any part of it to a Borrower or any other person, whether or not such transfer is with or without consideration, or by operation of law, or otherwise, shall not affect the validity of this Agreement.

Note that the *decretable* to be *decretable*. Because we will be given an *asymptotic note* of the Note and of the Note to be *decretable*.

**13. Governing Law; Sovereignty.** This Security Instrument shall be governed by the laws of the Commonwealth of Massachusetts.

provided for in this Security Instrument shall be deemed to have been given to borrower or lender when given as provided

permitted by Paragraph 19, if Lemder exercises this option, Lemder shall take the steps specified in the second paragraph of

partial preparation without any prepayment charge under the Note.

**12. Loan Securitization.** If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is unlawful to charge collected or to be collected in connection with the loan to exceed the permitted limit, 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 reduction by reducing the principal owed under the Note or by making a direct payment to Borrower. If a fund reduces principal, the reduction will be treated as a pretermitted right to collect interest on the unpaid balance of the note until the date of the pretermitted right.

11. Successors and Assignees; 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 instrument but does not execute the Note, (a) is co-signing this Security instrument only to mortgage, (b) is not personally liable for the instrument, and (c) agrees that Lender and any other Borrower may agree to extend the sum secured by this Security instrument, and (d) is not personally obligated to pay any sums secured by this Security instrument.

10. Borrower shall not Release or otherwise dispose of any portion of the mortgaged premises to third parties in a manner which would impair the security interest of Lender in the property.

11. Borrower shall not Release or otherwise dispose of any portion of the mortgaged premises to third parties in a manner which would impair the security interest of Lender in the property.

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 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.

any assignments or articles, varying in any part, of the foregoing; or for conveyance in trust in condominium, the material assigned and shall be paid to Lender.

8. Inspection. Lender or its agent may make reasonable inspections upon and damages for inspection.

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5 4 5 6 9 5  
Loan No. 02711182

## EQUITY LOAN MORTGAGE RIDER

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

THIS EQUITY LOAN MORTGAGE RIDER is made this 22ND day of APRIL,  
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:

320 N. WASHINGTON, PARK RIDGE, IL 60068  
(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 06-01-1986 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 the 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. 024-1182

BOX 112
COURT IN CLARKSBURG AND CLARK CHILOCO, ILLINOIS 60603
U.S.N. ASSOC.
BELL FEDERAL SAVINGS AND

*Patricia A. Cedreguit*  
PATRICIA A. CEDREGUIT  
(SEAL)

*Carl W. Cedreguit*  
CARL W. CEDREGUIT  
(SEAL)

**31. LENDER OF MORTGAGE:** The Lender of this Mortgage receives payment of all amounts advanced under this Mortgage and agrees to pay all amounts advanced under this Mortgage.

**32. SIGNING BELOW:** Borrower accepts and agrees to the terms and provisions outlined in this Fully Loan Mortgage.

29. **DEFINITION** Lender will notify Borrower in writing, upon the occurrence of any event of default under the terms of the Mortgage, the Equity Note or the Equity Loan, Lender will notify Borrower in writing, upon the occurrence of any event of default under the terms of the Mortgage, the Equity Note or the Equity Loan.

28. STAFF ATTORNEYS' FEES.—The firm attorneys' fees shall include reasonable fees charged by the lawyer for the services of attorney or law office.

**27. DEFERRAL OF TAX AND INSURANCE ESCROWS.** This mortgage provider for payments to be made for tax and insurance escrows. As long as the mortgagor referred to in paragraph 26 is outstanding and all taxes and premiums are paid the escrow provider will not be entitled to. However, should previous mortgagee be required, the Borrower will begin to keep escrow payments in accordance with this mortgage.

In the hereby referred to clause of document No. 24320281 County, Illinois, as provided in the second paragraph of paragraph 12.

26. PRIOR NOTIFICATION: Powers after they are the object under a note required by a motorcarrier, in like amount of \$8,000.00

shall be released upon cancellation of the line of credit and payment to the Lender of the independent secured hereby pursuant to the terms hereof and the payment of his reasonable release fee.

#### B. AUTONOMOUS GOVERNMENTS

Each month that there is an outstanding principal balance, I will receive a billing which will show the outstanding principal balance carried forward from the last billing date. The date and amount of interest added at the end of the billing cycle, the available balance and any other items the Holder may choose to disclose.

#### 4. BUILDING NOTICES