

# UNOFFICIAL COPY

86235305

4697

(Space Above This Line For Recording Data)

## MORTGAGE

911102

THIS MORTGAGE ("Security Instrument") is given on JUNE 2  
19 86 The mortgagor is MICHAEL GALLO AND ROSE ANN GALLO, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 50 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60675 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWENTY THOUSAND AND NO/100---

Dollars (U.S. \$ 220,000.00). 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 JUNE 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:  
-SEE RIDER ATTACHED-

Lot 3 in Hunting Hills of Inverness of the property of Arthur T. McIntosh and Company, being a subdivision of parts of Section 20 and 21, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, recorded September 16, 1964 as Document Number 19246261.

PERMANENT INDEX NUMBER: 02-21-100-028

86235305

Commonly known as: 1535 Appleby Road, Inverness, Illinois

which has the address of 1535 APPLEBY ROAD, INVERNESS  
(Street) (City)  
Illinois 60067 ("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 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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CHICAGO, ILLINOIS 60675  
50 SOUTH LA SALLE STREET  
THE NORTHERN TRUST COMPANY

RECEIVED AND RETURN TO:

THOMAS J. HALPIN  
SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

PREPARED BY:  
My Commission expires:  
July 11, 1986

GIVEN under my hand and official seal, this

set forth.

Signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the **THEIR** personally known to me to be the same person(s) whose name(s) are

do hereby certify that **CHARLES GALLIO AND ROSE ANN GALLIO, HUSBAND AND WIFE**  
I, **NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,** a Notary Public in and for said county and state,  
1201 FIFTH AVENUE  
COUNTY OF COOK  
STATE OF ILLINOIS.

(Space below this line for Acknowledgment)

Borrower  
(Seal)

Borrower  
(Seal)

ROSE ANN GALLIO/HIS WIFE  
CHARLES GALLIO  
Borrower  
(Seal)

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

Other(s) [Specify] MORTGAGE RIDER FOR COVENANT #21

Graduate Rider     Planned Unit Development Rider

Adjustable Rate Rider     Condominium Rider     2-4 Family Rider

Instrument [Check applicable box(es)]  
Supplement to this instrument, the covenants and agreements of each Security instrument as if the rider(s) were a part of this Security  
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  
supplement this instrument, the covenants and agreements of each Security instrument as if the rider(s) were a part of this Security

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

Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument costs,  
21. Release. Upon payment of these fees, and when to the sum secured by this Security instrument costs,  
receivers bonds and reasonable attorney fees, and when to the sum secured by this Security instrument costs,  
the property including these fees, included, but most limited to, receiver's fees, premiums on  
costs of management of the property and collection by lender or receiver shall be paid first to payment of the  
applicable receiver shall be entitled to enter upon, take possession of and manage the property and to collect the rents of  
prior to the expiration of any period of redemption following judgment sale, lender (in person, by agent, or by judicially  
20. Lender in Possession. Upon collection under paragraph 19 or abandonment of the property and at any time  
but not limited to, reasonable attorney fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including  
this Security instrument may require immediate payment by all sums secured by this Security instrument  
before the date specified in the notice, Lender at its option may accelerate this Security instrument in full or in part  
extinction of a default or any other default demand and foreclose on the property. If the notice preceding the non  
inform Borrower of the right to remit after acceleration and the right to assert in the foreclosure proceeding the non  
secured by this Security instrument, foreclose after acceleration and the right to cure the default or the  
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the  
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;  
unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraph 13 and 17

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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 owing 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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15. In cases of emergency law, Securability, 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 of 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. To the extent that any provision of this Security instrument conflicts with the provisions of the Note which can be given effect without the conflicting provision, To the extent that any provision of this Security instrument conflicts with the provisions of the Note which can be given effect without the conflicting provision, this instrument is hereby declared to be severable.

16. Borrower's Copy. Borrower shall be given one conforming copy of this Security instrument.

17. Transfer of the Property or 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, however, the Lender may, under certain circumstances, require immediate payment in full of all sums accrued by this Security instrument. However, this option shall not be exercised by Lender if Lender is prohibited by law from doing so.

12. Loan Charges. If the loan secured by this Security Instrument is subje<sup>c</sup>t to a law which sets maximum loan charges, and that law is fairly interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed under the Note or by making a direct payment to Borrower, in return for reducing the principal owed under the Note or by making a direct payment to Borrower, may be refunded by reducing the principal owed under the Note or by making a direct payment to Borrower. In a return for reducing the principal owed under the Note or by making a direct payment to Borrower, the principal will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legalization Affidavit's Rights. If each participant of application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of this affidavit.

11. Security Instruments shall be held by the sureties and assistants; or by the sureties and assistants of Lender and Borrower, subiect to the provisions of paragraph 17. Borrower's co-signers and agreements shall be joint and several. Any Borrower who co-signs this Security instrument, but does not execute the Note, is co-signing this Security instrument only to mortgagee, grant and convey instruments; but does not make any accommodations with respect to the terms of this Security instrument.

Unless Lessee, Lessor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments. Postpone Note Referred Note a Waller. Extension of the time for payment modification of Borrower's liability to the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower, except as set forth in paragraph 10. Borrower Note Refers to Note a Waller. Extension of the time for payment of any other note or debt held by Lender to the original or any subsequent holder of the note or debt. Borrower Note Refers to Note a Waller. Extension of the time for payment of any other note or debt held by Lender to the original or any subsequent holder of the note or debt.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower, either the date the condominium offers to make an award or otherwise by Borrower, either to collect damages, or to restore it to Lender within 30 days after the notice is given, Lender is authorized to apply the proceeds, at its option, either to repair or replace the sums secured by this Security Instrument, whether or not then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

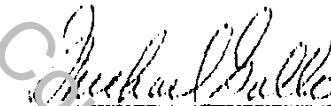
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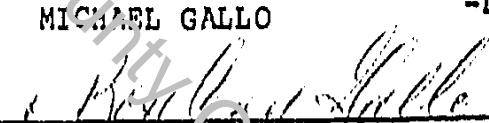
## MORTGAGE RIDER FOR COVENANT #21

THIS RIDER is incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as;

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 21 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER'S rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

  
MICHAEL GALLO (SEAL)  
MICHAEL GALLO -BORROWER

  
ROSE ANN GALLO/HIS WIFE (SEAL)  
ROSE ANN GALLO/HIS WIFE -BORROWER

86235305

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**ADJUSTABLE RATE LOAN RIDER** 911102

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

This Rider is made this 2ND day of JUNE , 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

**THE NORTHERN TRUST COMPANY**  
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

**1535 APPLEBY ROAD, INVERNESS, ILLINOIS 60067**

*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 8.250 %. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JULY , 1989 and on that day of the month every 36 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)  Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year. DEPT-01 RECORDING \$15.25  
(2)  The most current monthly national median cost of funds for FSA/LG Insured Savings and Deposit associations. H33.10 # TD \* 43.6 - 43.6 = 0.000000  
(3)

**Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.200 percentage points ( 2.200 %) to the Current Index. The most recent Index figure available as of the date days before each Change Date is called 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%). Subject to the limits stated below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will calculate the revised monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

**Limit on Interest Rate Changes**

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than 3.000 percentage points ( 3.000%) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 14.00 %, nor lower than 2.50 %.

**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 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.

**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 fact. 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 a condition of Lender's waiving the option to accelerate provided in paragraph 17.

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

*Michael Gallo*  
MICHAEL GALLO \_\_\_\_\_ (Seal)  
-- Borrower

\_\_\_\_\_  
(Seal)  
-- Borrower

*Rose Ann Gallo*  
ROSE ANN GALLO / HIS WIFE \_\_\_\_\_ (Seal)  
-- Borrower

\_\_\_\_\_  
(Seal)  
-- Borrower

**ADJUSTABLE RATE LOAN RIDER**

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DPS-06 15.00 mail