

# UNOFFICIAL COPY

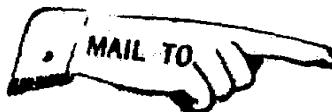
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This instrument was prepared by:  
Crystal Roberts  
FIRST NATIONAL BANK OF ELGIN  
(Name)



6. FOUNTAIN SQUARE PLAZA...  
(Address)

## MORTGAGE

ELGIN, IL 60120

THIS MORTGAGE ("Security Instrument") is given on MAY 30, 1986. The mortgagor is LESTER M. JONES, WIDOWED, AND NOT SINCE REMARRIED, ("Borrower"). This Security Instrument is given to FIRST NATIONAL BANK OF ELGIN, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 6. FOUNTAIN SQUARE PLAZA, ELGIN, IL 60120. ("Lender"). Borrower owes Lender the principal sum of SIXTY FIVE THOUSAND AND NO/100 \*\*\*\*\* Dollars (U.S. \$....65,000.00....). 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 JULY 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 KANE County, Illinois:

LOT 39 IN LORD'S PARK MANOR UNIT NO. 2, BEING A SUBDIVISION OF PART OF LOT 3 AND LOT 5 IN THE CIRCUIT COURT PARTITION OF PARTS OF SECTIONS 6 AND 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS.

06-07-306-0092dm

DEPT-01 RECORDING \$14.25  
T42221 TRAN 0183 06/18/86 02:28:00  
\$3154-  
COOK COUNTY RECORDER  
4-86-248824

which has the address of 702-704 JEFFERSON, ELGIN (Street) (City)

Illinois 60120 (Zip Code) ("Property Address")

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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STATE OF TEXAS  
County of Nacogdoches  
NOTARY PUBLIC  
Lester M. Jones, Notary Public  
I, Lester M. Jones, Notary Public in and for said County and State,  
do hereby certify that **Lester M. JONES, WIDOWED, AND NOT SINGLE, FARMER**,  
a Notary Public in and for said County and State,  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he  
had delivered the said instrument as **RHS** free and voluntarily acr. for the uses and purposes herein  
set forth.

<p>20. Lender in Possession, Upon acceleration of the Property and at any time included, but not limited to, reasonable attorney fees and costs of suit or arbitration;</p> <p>21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.</p> <p>23. Right to Security Instruments. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of each such rider shall be incorporated into and shall amend and supplement the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check appropriate box(es)].</p>	<p><input checked="" type="checkbox"/> Conditionalatum Rider <input type="checkbox"/> Planified Unit Development Rider <input type="checkbox"/> Grandparent Rider <input type="checkbox"/> Adjustable Rate Rider <input type="checkbox"/> Other(s) [Specify]</p>
<p>X <i>Lester M. Jones</i></p>	
<p>and in any rider(s) executed by Borrower; and recorded with it;</p> <p>BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower; and recorded with it;</p> <p>..... (Seal) _____ (Signature)</p>	

19. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement or provision in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure 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; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further advise Borrower of the right to resume after acceleration and the rights to assess in the Property.

20. Assignment: Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by this Security Instrument without further demand and may foreclose this Security Interest in full if all sums secured by this Security Instrument are not cured on or before the date specified in the notice.

21. Non-Uniform Covenants: Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, 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 taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be 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 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 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 such payments.

10. **Borrower Not Relieved; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns 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 Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally 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 charges 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable 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 paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **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.

If Lender exercises this option, 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 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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1. Payment of Principle and Interest: Prepayment and Late Charges. Borrower shall apply the principal of and interest on the Note evidenced by the Note and any prepayment due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may accrue on the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of gross annual premiums on taxes and assessments which bear interest at the rate agreed upon the Note if Lender is such an insititution. Lender shall apply the funds to pay the escrow items. Lender may not charge for holding and applying the funds, amortizing the account or verifying the escrow items, unless state agency (including Lender if Lender is such an institution) the depository of accounts of which are insured or guaranteed by a federal or state agency.

The funds shall be held in an institution the depository of funds of state agencies of insurance.

Payments of premiums, if any, these items are called "escrow items". Lender may estimate the funds due on the basis of current data and reasonably foreseeable escrow items. (a) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums on the Note, unless an agreement is made or applicable law requires otherwise.

Borrower shall pay to Lender not be entitled to pay the funds to Lender shall give to Borrower, without charge, an annual accountings of the funds showing credits and debits to the funds secured for which each debt is to the Lender's satisfaction.

If the amount of the funds held by Lender, together with the future monthly payments of 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 difference in one or more escrow items as required by Lender.

Upon payment in full of all payments 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 repledged by Lender, Lender shall apply the funds held by Lender to the payment of all sums secured by its acquisition by Lender under Paragraph 19.

Funds held by Lender, if under Paragraph 19 the Property is sold or repledged by Lender, Lender shall apply the funds held by Lender to the payment of all sums secured by its acquisition by Lender under Paragraph 19.

As a credit against the funds held by Lender, any funds held by Lender under Paragraph 19 shall be applied to the payment of all sums secured by this security instrument.

3. Application of Funds. Unless funds are secured by this security instrument, all payments received by Lender under Paragraph 1 and 2 shall be applied first to late charges, then to late fees and imprestments, (a) charges, (b) counters in good faith to hold the policies and renewals, (c) losses due to fire, hazards included within the term "extending coverage" and any other hazards for which Lender is liable, (d) premiums payable to Lender under insurance carried by Borrower, (e) amounts made payable to Lender under new and renewal policies, (f) amounts due to Lender under paid premiums and renewals, (g) amounts due to Lender under paid premiums and renewals, (h) amounts due to Lender under unpaid premiums provided by Lender.

All insurance carried by Lender under Paragraph 1 and 2 shall be applied first to late fees and imprestments, then to late premiums, then to fire, hazards included within the term "extending coverage" and any other hazards for which Lender is liable, (d) premiums payable to Lender under new and renewal policies, (e) amounts due to Lender under paid premiums and renewals, (f) amounts due to Lender under paid premiums and renewals, (g) amounts due to Lender under unpaid premiums provided by Lender.

5. Hazardous Insurance. Borrower shall keep the imprest and renewals, unless now existing or hereafter created on the property of Lender, Lender may make payable to Lender and Lender shall be liable to Lender for damage to the property or to Lender's interest in the property.

6. Preexisting and Existing Hazards. Lender may make payable to Lender and Lender shall be liable to Lender for damage to the property or to Lender's interest in the property.

7. Procedural Rights in the Property: Lender's rights in the property, if Lender does not have to do so.

Any amounts disbursed by Paragraph 7 shall become additional debt of Borrower secured by this Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments which may accrue on the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of gross annual premiums on taxes and assessments which bear interest at the rate agreed upon the Note, unless an agreement is made or applicable law requires otherwise.

Borrower shall pay to Lender not be entitled to pay the funds to Lender shall give to Borrower, without charge, an annual accountings of the funds showing credits and debits to the funds secured for which each debt is to the Lender's satisfaction.

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As a credit against the funds held by Lender, any funds held by Lender under Paragraph 19 shall be applied to the payment of all sums secured by this security instrument.

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All insurance carried by Lender under Paragraph 1 and 2 shall be applied first to late fees and imprestments, then to late premiums, then to fire, hazards included within the term "extending coverage" and any other hazards for which Lender is liable, (d) premiums payable to Lender under new and renewal policies, (e) amounts due to Lender under paid premiums and renewals, (f) amounts due to Lender under paid premiums and renewals, (g) amounts due to Lender under unpaid premiums provided by Lender.

5. Hazardous Insurance. Borrower shall keep the imprest and renewals, unless now existing or hereafter created on the property of Lender, Lender may make payable to Lender and Lender shall be liable to Lender for damage to the property or to Lender's interest in the property.

6. Preexisting and Existing Hazards. Lender may make payable to Lender and Lender shall be liable to Lender for damage to the property or to Lender's interest in the property.

7. Procedural Rights in the Property: Lender's rights in the property, if Lender does not have to do so.

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## 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 . . . . . 30th, day of . . . . . MAY . . . . ., 19 . . . . . 86 . . . . ., 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 . . . . .  
**FIRST NATIONAL BANK OF ELGIN** . . . . .  
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at . . . . . 702-704 JEFFERSON ELGIN, IL 60120 . . . . .

*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 .10.500. The Note interest rate may be increased or decreased on the 1st day of the month beginning on . . . . . JULY 1 . . . . ., 19 . . . . . 89 . . . . ., 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)  \* 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)  \*\* WEEKLY AVERAGE YIELD ON U.S. TREASURY SECURITIES ADJUSTED TO A CONSTANT MATURITY OF 3 YEARS

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

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

X . . . . . *Lester M. Jones* . . . . . (Seal)  
LESTER M. JONES  
—Borrower

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**\*\* THE INTEREST RATE ON THIS NOTE WILL NOT AT ANY TIME EXCEED 13.625% PER YEAR.**

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

**ADJUSTABLE RATE LOAN RIDER-B181**

BANKERS SYSTEMS INC., ST. CLOUD, MN. ARLR

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