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DEPT-01 RECORDING
7-2222 TRAN 6360 07/29/86 09:20:00
4659 E B -36-320874
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 18, 1986. The mortgagor is Bernard J. Scahill, III, divorced, not since remarried, and Rich. A. Russo, a batchelor ("Borrower"). This Security Instrument is given to UPTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of the state of Illinois, and whose address is 7077 West Dempster Street, Niles, Illinois 60648. ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOUR THOUSAND DOLLARS AND NO/100-- Dollars (U.S.\$104,000.00.....). 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 AUGUST 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 114 in Harris Prospect Park, Unit No. 1, being a subdivision of part of the South half of the South West quarter of Section 16, Township 42 North, Range 11, East of the Third principal meridian, in Cook County, Illinois.

Permanent Tax Number: 03-16-302-006 Volume: 232 *Signature*

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which has the address of 2019 N. Windsor, Arlington Heights, [Street] (City)

Illinois 60004 ("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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

15 00

MAIL

Form 3014 12/83
4473 SAP SYSTEMS AND FORMS
CHICAGO, IL

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This instrument was prepared by Lorraine Hoss/Nittles Federal Savings & Loan Assn.

No Consideration Required:

Witnesses may hand and official seal this day of 19 18 (Mo. Day, Year)

..... executed said instrument for the purposes and intent forth.

(his, her, their)

bears record of date, and acknowledged said instrument to be free and voluntary act and deed and that before me and is (are) known or proved to me to be the persons(s) who, being informed of the contents of the foregoing instrument, executed it this day of 18 18 (Mo. Day, Year)

..... Notary Public in and for said county and state, do hereby certify that

COUNTY OF COOK

STATE OF ILLINOIS SS: 15135924

CS452-6
MILLS, WINNIE GENEVA
2077 W. DEMPSTER
MILLS FEDERAL SAVINGS
& LOAN ASSOCIATION

[Space below this line for Acknowledgment]

RECEIVED BY Bernard J. Smith III Borrower (Seal)
RECEIVED BY Borrower (Seal)
RECEIVED BY Borrower (Seal)

Instrument and in my rider(s) execute by Borrower and recorded with it.

BY SIGNING BELOW, I give my power of attorney and agrees to the terms and conditions contained in this Security

Check(s) (specify) _____ Grandchild Rider Minimed Lmt Development Rider
 Adjunctive Racate Rider Condromium Rider 2-4 Family Rider
 Grandchild Fy mens Rider Minimed Lmt Development Rider
 ~~Adju~~ntive Racate Rider ~~Condromium~~ Rider ~~2-4 Family Rider~~
~~Grandchild Fy mens Rider~~ ~~Minimed Lmt Development Rider~~
~~Adju~~ntive Racate Rider ~~Condromium Rider~~ ~~2-4 Family Rider~~

23. Rider(s) to this Security Instrument, if one or more riders are executed by Borrower and recorded together with the Security Rider, the coverments of each such rider shall be incorporated into and shall amend and supplement the rider(s) of record.

24. Waiver of Dissemination. Borrower waives all right of homestead exception in the Property.

25. Right, upon payment of all sums due and owing to Borrower, Lender shall release this Security from the Property without charge to Borrower. Upon payment of all sums due and owing to the Security, Lender shall release this Security from the Property without charge to Borrower.

26. Rider(s). Upon payment of all sums due and owing to the Security, Lender shall release this Security from the Property, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

27. Right to Acceleration. After acceleration of the debt due to Borrower, Lender may require immediate payment in full of all sums secured by this Security, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

28. Right to Foreclosure. Lender may foreclose this Security on the date specified in the notice of default or acceleration, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

29. Right to Reinstatement. Lender may require reinstatement of the debt due to Borrower, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

30. Right to Non-judicial Sale. Lender may sell the debt due to Borrower, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

31. Right to Foreclosure. Lender may foreclose this Security on the date specified in the notice of default or acceleration, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

32. Right to Foreclosure. Lender may foreclose this Security on the date specified in the notice of default or acceleration, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

33. Right to Non-judicial Sale. Lender may sell the debt due to Borrower, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

34. Right to Foreclosure. Lender may foreclose this Security on the date specified in the notice of default or acceleration, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

35. Right to Non-judicial Sale. Lender may sell the debt due to Borrower, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

36. Right to Foreclosure. Lender may foreclose this Security on the date specified in the notice of default or acceleration, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

37. Right to Non-judicial Sale. Lender may sell the debt due to Borrower, provided that Lender has not yet filed a complaint in the court of law to foreclose this Security and has not yet filed a notice of default in the Property.

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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 the 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 the 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 Released; 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 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. 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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ADJUSTABLE RATE RIDER

(3 Year Index—Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this ...18th day ofJuly....., 19 ...86, 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") toUptown Federal Savings and Loan Association.....(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2019 N. Windsor, Arlington Heights, Illinois 60004

{Property Address}

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7 1/4% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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 of9.25.....%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day ofSeptember....., 19 ...89, and on that day every 36th month 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 3 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 addingTwo.....Hundred...and...Fifty.....percentage points (...2 1/2.....%) 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 unpaid principal that 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 is called the "Full Payment." It will be the new amount of my monthly payment unless I choose the amount permitted by Section 5 below.

(D) 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.

5. BORROWER'S RIGHT TO LIMIT MONTHLY PAYMENT; REQUIRED FULL PAYMENT

(A) Calculation of Graduated Limited Payment

I may choose to limit the amount of my new monthly payment following a Change Date if my new interest rate would cause the monthly payment I have been paying to increase by more than seven and one-half percent (7.5%). If I choose to limit the amount of my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due. When I do so, on the first monthly payment date after the Change Date I will begin paying a new monthly payment which will be equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075. Thereafter, on each of the first two anniversaries of my new monthly payment effective date, my monthly payment will again increase to an amount equal to the amount I have been paying each month for the preceding twelve months multiplied by the number 1.075. These amounts are called the "Graduated Limited Payments."

Even if I have chosen to limit my monthly payment, Section 5(B), 5(C) or 5(D) below may require me to pay a different amount.

(B) Reduced Monthly Payment

A Graduated Limited Payment could be greater than the amount of a monthly payment which then would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substantially equal

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*SECRET TO
FEDERAL SERVICES
2027 W. Dampster
Welles Hills, Illinois
OS 45628*

Rich A. Russo
(Seal)

Bernard J. Schmitt III
(Seal)

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

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

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's acceptance of Lender's release from writing.

In this Security Instrument, Borrower will continue to be obligated under this Note and the Security Instrument unless acceptable to Lender and that obligates the transferee to keep all the promises and assumptions made in this Note and consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is

imperative by the law assumption and that the risk of a breach of any covenant or agreement in this Security new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be breached by the submission to Lender information required by law to evaluate the intended transaction as if a Borrower causes to be submitted to Lender to evaluate the intended transaction as if a prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if (a) sums received by Lender from the transfer of this Security Instrument to another party if excessive is prohibited by law, (b) if Lender may, at its option, not be liable in full for all sums received by Lender in full or in part without Lender's prior written consent, Lender may, at its option, require immediate payment in full of my personal property or interest in Lender is sold or transferred and Borrower is not a natural person) without my knowledge or if a beneficial interest in Lender is sold or transferred and Borrower has no interest in my personal property or any part of the property or interest in Lender will transfer to me a note or my interest in my personal property or interest in Lender will

Unilorm Coverage 17 of the Security Instrument is intended to read as follows:

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

The Note Holder will deliver to me a notice of any changes in my interest rate and the amount of my monthly payment before the 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 note.

F. NOTICE OF CHANGES

My unpaid principal amount will legally borrowed, of the principal amount a maximum amount equal to one hundred twenty-five percent (125%)

(B) Limit of My Unpaid Principal

If choose to pay gradually limited payments, my monthly payment could be less than the amount of the principal portion of the monthly payment in full on the maturity date in substantially equal payments. It so, each month I owe at the monthly payment date in full on the maturity date in substantially equal payments. The Note Holder will also from the amount of the interest portion and will add the difference to my unpaid principal. The Note Holder will also add interest on the amount of this difference to my unpaid principal each month. The interest rate on the increase added to principal will be the rate required by Section 4(C) above.

(A) Additions to My Unpaid Principal

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

G. INCREASES IN THE PRINCIPAL AMOUNT TO BE PAID

(D) Required Full Payment

My Payment a Graduated Limited Payment cause my unpaid principal to exceed the limit stated in Section 6(B) below. If so, on the date that my monthly payment would cause me to exceed the limit, I will increase begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my current interest rate in substantially equal payments.

(C) Increased Monthly Payment

Payments. If so, on the date my paying a Graduated Limited Payment the lower amount would cause me to pay more than the lower amount. I will instead then begin paying the lower amount as my monthly payment until the next Change Date.