

# UNOFFICIAL COPY

RIDER ATTACHED TO MORTGAGE FOR RECORDING



This instrument was prepared by:  
Great American Fed. S & L  
... James D. O'Malley.....  
... 1001 Lake Street  
... Oak Park, IL 60301....  
(Address)

## MORTGAGE

86350702

THIS MORTGAGE is made this . . . 31st . . . day of . . . July . . . , 19 . . . 86 . . . , between the Mortgagor, . . . KIM LYTHE, A SPINSTER . . .

(herein "Borrower"), and the Mortgagee, Great American Federal Savings and Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is 1001 Lake Street, Oak Park, Illinois 60301 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the Principal sum of . . . Sixty Thousand Three Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated . . . July . . . 31 . . . 1986 . . . (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . September . . . 1 . . . 2026 . . . ;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of . . . Cook . . . , State of Illinois:

CONDOMINIUM UNIT NO. 2 - 6434 NORTH MAGNOLIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 32 (EXCEPT THE NORTH 40 FEET THEREOF) AND THE NORTH 20 FEET OF LOT 31 IN BLOCK 3 IN A T GALT'S EDGEWATER GOLD SUBDIVISION OF THE SOUTH 30 ACRES OF THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 26309015; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTELLANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, CONVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION, THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NUMBER: 11-32-330-046-1002 CB

86350702  
. DEPT-Q1 RECORDING 519.40  
. T#2222 TRAN 018 08/13/86 09:48:00  
. #3285 # 2 \*-86-350702  
. COOK COUNTY RECORDER

which has the address of . . . 6434 N. MAGNOLIA UNIT 2 . . . , CHICAGO . . .  
[Street] [City]  
IL . . . 60626 . . . (herein "Property Address");  
[State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

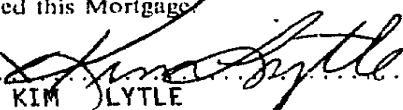
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ . . . . . 6700.00 . . . . .

**22. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**23. Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

  
KIM LYITLE

—Borrower

.....  
—Borrower

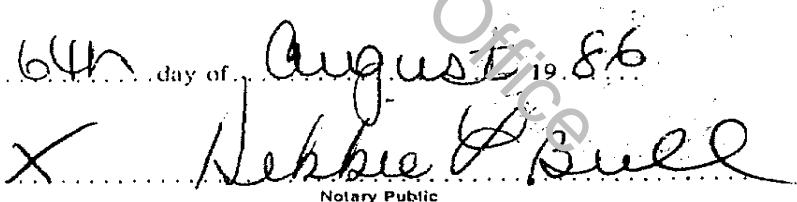
.....  
—Borrower

.....  
—Borrower

STATE OF ILLINOIS, . . . . . DuPage . . . . . County ss:

I, . . . . . the undersigned, a Notary Public in and for said county and state, do hereby certify that . . . KIM LYITLE, A SPINSTER . . . . . personally known to me to be the same person(s) whose name(s) is . . . . . subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . she . . . signed and delivered the said instrument as . . . her . . . . . free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this . . . 6th . . . day of . . . August . . . 19 . . .  
My Commission expires: 5-15-88

  
X . . . . . Debbie O'Neil  
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

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

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with an excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage disclosed at any time 19. Borrower's Right to Remedy. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

and costs of documentary evidence, abstracts and title reports.

be entitled to collect in such proceedings of foreclosure, including, but not limited to, reasonable attorney's fees.

immediately due and payable without further demand and may declare this Mortgage by judicial proceeding. Lender shall

or before the date specified in the note, Lender at Lender's option may declare all of the sums secured by this Mortgage to be

the non-existence of a default or any other condition to accelerate this Mortgage. If the breach is not cured on

the further information Borrower of the right to sue after acceleration and the right to assert in the proceeding

that such sums accrued by such breach on or before the date specified in the proceeding.

breach must be cured; and (d) that failure to cure such breach by the date specified in the proceeding may result in

reduced to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such

prior to acceleration shall mail notice to Borrower in paragraphs 17 hereof, upon Borrower's breach of any covenant or

agreement of Borrower in this Mortgage, except as provided in paragraph 17 hereof, by this Mortgage, Lender

non-existence of the sums accrued by this Mortgage, including the covenants due any sums secured by this Mortgage.

18. Acceleration Covenants. Borrower and Lender further covenant and agree as follows:

Lender may, without further notice or demand on Borrower, invoke any remedies permitted by law hereof.

which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period,

paragraph 14 hereof, Lender shall mail Borrower notice of acceleration in accordance with the notice is mailed within

if Lender exercises such option to accelerate, Lender shall be entitled to the same in accordance with the Note.

obligations under this Mortgage and the Note.

is satisfied, if Lender has waived the option to accelerate provided in this Paragraph F, and if Borrower's successor in

such capacity to Lender and that this sum secured by this Mortgage shall be at such rate as Lender

and the person to whom the Property is to be sold or transferred reach agreement in writing that this Mortgage shall be held in trust for transfer to the same trustee.

immediately due and payable, Lender shall have written such option to accelerate it, prior to the date the same is transferred

and contained in an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be

descended by operation of law upon the death of a joint tenant or (c) the grantor of any easement, right of less

this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise,

by Borrower without prior written consent, except to a life or terminable interest which is sold or transferred

of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or the instrument covering

and the provisions of the Note are declared copy of the Note and of this Mortgage at the time

end the provisions of this Mortgage and the Note are declared to be severable.

other provisions of this Mortgage or the Note which can be given in which the provisions of this Note

event that any provision of this Mortgage by the law of the state in which the property is located. In the

real property. This Mortgage contains by far the most comprehensive instruments for national

use and non-uniform covenants with limited variability, this form of mortgage combines unique features to

Mortgage shall be deemed to have been given to Borrower for Lender, even in the manner designated herein.

Mortgage shall be given to Lender by Borrower as provided herein. Any notice provided for in this

(d) any notice address to Lender at such other address as Borrower may designate by notice to Lender as provided herein, and

the Property Addressed or at such other address as Borrower may designate by notice to Lender as provided to Borrower at

Borrower provided for in this Mortgage shall be given by Lender to Lender as provided mail addressed to Borrower at

16. Notice. Except for any notice required under a statute of limitations, (a) any notice to

interpret of the provisions hereof.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to

subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several,

concluded and severable, and the rights and successors of Lender and Borrower are joint and several.

13. Successors and Assigns Bound: Joint and Several Liability: Provisions. The covenants and agreements herein

remedy under this Mortgage or otherwise shall be cumulative to any other remedy or successively,

12. Remedies Cumulative. All remedies provided by law or equity, and cumulative to any other right or

right to accumulate the maturity of this Mortgage.

The procurement of insurance or the payment of taxes or charges by Lender shall be a waiver of Lender's

otherwise afforded by Lender as a matter of course. Any forbearance by Lender in exercising any right or remedy,

11. Foreclosure by this Mortgage by reason of any demand made by the original Borrower and Borrowers' successors in interest,

secured by this Mortgage by reason of any demand made by the original Borrower and Borrowers' successors in interest,

proceedings against such original Borrower and Borrowers' successors in interest for payment of otherwise modality hereinafter,

the liability of the original Borrower and Borrowers' successors in interest for release, Lender shall not be required to commence

by this Mortgage granted to Lender to any successor in interest of Borrower shall not operate to release, in any manner,

such installations.

10. Borrower's Right Based. Extension of the time for payment of modification of amortization of the sums secured

or possession the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of

Lender's Lender and Borrower otherwise agree to this Mortgage.

Property to Lender is authorized to collect and damages, Borrower fails to respond to Lender's notice to repossession or repossession of the

mailed, Lender is aware of settle a claim for damages, Borrower fails to respond to Lender's notice to repossession or repossession of the

an award of settle a claim for damages, Borrower fails to respond to Lender's notice to repossession or repossession of the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make

paid to Borrower.

taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds

as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of

otherwise agrees, if paid to Borrower, in the event of a partial taking of the Property, unless Borrower and Lender

in the event of a partial taking of the Property, the proceeds shall be applied to the date of taking, and hereby assignd

condemnation or other taking of the Property, or part thereof, or for damage, direct or consequential, in connection with any

injuries in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential cause the refered to Lender

any action hereunder.

any such rate would be contrary to applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take

interest at such rate unless permitted under applicable law, in which event such amounts shall bear interest at the highest rate

date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of the

amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the

indemnities of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such

manner provides disbursed by Borrower pursuant to this Paragraph 7, with interest thereon, shall become additional

manners provided under Paragraph 2 hereof.

Lender's written agreement or applicable law, Borrower shall pay the amount of all mortgage insurance premiums in the

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Form #1068-B-2B5

AUDIOSI/ABLE PAYMENT RIDER - Single Family - Instrument (Neg. Am.)

I will pay monthly payments by making payments every month. My monthly payments  
will be before principal. I will pay principal and interest by making payments every month.  
I will pay monthly payments before principal.

#### (A) Time and Place of Payments

#### 4. PAYMENTS

I enclose monthly amounts I owe my unpaid principal balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment required that would be sufficient to repay the unpaid principal balance of the loan at the rate of interest I am required to pay by Sections 2(A) and 2(C) above in substantially equal monthly payments over a moratorium period of thirty years from the date of this note. The balance of the note, if not sooner paid, shall be due and payable on September 30<sup>th</sup> of every year from the date of this note. The balance of the note, if not sooner paid, shall be due and payable on U.S. \$8,100.00, which is called the "maturity date". My first Full Monthly Payment will calculate the new Full Monthly Amount which I will owe each month beginning on the first monthly payment date after the interest Change Date.

### **3. CALCULATION OF AMOUNTS OWNED EACH MONTH**

The rate of interest required by this Section 2 is the rate I will owe both before or after any default described in Section 9(B) below.

(D) Interest After Default

percentage points (e.g., 250 . . . . %) to the current index. This amount will be my new rate of interest until the next interest change Date.

(2) Classification of Interpersonal Relationship

The most recently available index figure as of the date 30 July 2010 more than 45 days before each Interest Change Date is called the "Current Index".

Any changes in the rate of interest will be based on changes in the Index. The "Index" is the ratio of interest rates of instruments with changes in the Note Holder will give me notice of his choice. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable instruments.

(B) The Index

**SIXTH** owe with interest on the first day of the month of May, 1997, and on that day every month thereafter. Each date on which the rate of interest could change is called an "Interest Change Date." The new rate of interest will become effective on each Interest Change Date.

(A) Interest Owed  
Interest will be charged on the part of principal which has not been paid. Interest will be charged beginning on the date of this Note until the full amount of principal has been paid. The rate of interest I will owe begins on the date of this Note, I will owe interest at a yearly rate of .9.25%. The rate of interest I will

INTEREST

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES** The Note provides for an initial rate of 9.250%. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

CHANGES

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument:

Amount That The Borrower Must Actually Pay Each Month, The Other Will Be An Amount That The Borrower Would Pay Each Month To Fully Repay The Loan On The Maturity Date. This Means That The Borrower Could Repay More Than The Amount Originally Borrowed Or That The Borrower Could Repay The Loan Before The Maturity Date.

For increases in the principal amount to be repaid.

#### *Measures of uncertainty*

1986 THIS ADJUSTABLE PAYMENT RIDER is made this, 31<sup>st</sup>, day of July, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deced of Trust, or Deced to Secure Debt (the "Securitily Instrument"), or the same date given by the undesignated ("Borrower") to secure Borrower's Adjustable Payment Note to Great American Federal Savings & Loan Association (the "Lender") of the same date (the "Note"), and covering the property described in the Security Instrument and located at:

**ADJUSTABLE PAYMENT RIDER**

**RIDER ATTACHED TO MORTGAGE FOR RECORDING**

Loan # Q1-10521315  
Great American Fed. S & L  
James D. O'Malley  
1001 Lake Street Dak Park, IL 60301

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## E. TRANSFER OF THE PROPERTY; ASSUMPTION

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

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

## F. BORROWER'S RIGHT TO REINSTATE

Non-Uniform Covenant 19 ("Borrower's Right to Reinstate") is amended to read as follows:

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Security Instrument, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued only if applicable law so provides. Any right to reinstate shall be exercised in the manner required by such law.

## G. NO FUTURE ADVANCES

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

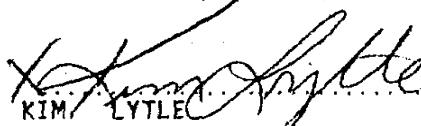
## H. LOAN CHARGES.

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 the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (2) 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 under the Note.

## I. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph I) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. The parties hereto agree that such an enactment or expiration of applicable laws would produce a mutual mistake in law.

IN WITNESS WHEREOF, Borrower has executed this Adjustable Payment Rider.



KIM LYITLE

..... (Seal)  
- Borrower

..... (Seal)  
- Borrower

..... (Seal)  
- Borrower

..... (Seal)  
- Borrower

(Sign Original Only)

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**15. Uniform Mortgagage: Governing Laws; Severability.** This form of Security Instrument combines uniform covenants with limited variations by jurisdiction to constitute a uniform form for national use and non-uniform covenants. The Note can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

D. UNIFORM MOTOR VEHICLE COVERAGE LAW; SECURITY INSTRUMENTS  
Uniform Coverage is one of the Security Instruments is amended to read as follows:

providing for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by first class mail addressed to Borrower at the Property address or at such other address as Borrower may designate to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address set forth in this Security Instrument shall be deemed to have been given to Borrower or Lender when delivered to such other address as designated by Borrower to Lender or to such other address as Borrower may designate to Lender as provided herein or to such other address as Lender may designate to Borrower to Lender.

**C. NOTICE** Uniforum Government 1A of the Security Interimment is amended to read as follows:

11. Lender determines that all or any part of the Property is subject to a lien which may attach a priority over this Security Instrument.

12. Lender determines that all or any part of the Property is subject to a lien which may attach a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

C. NOTICE

**4. Charges; Lenses.** Borrower shall pay all taxes, assessments, and other charges, fines and impositions arising to the Project which may attain a priority over this Security instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the payee hereof. Borrower shall promptly furnish to Lender all notices of amounts payable to the Project, and in the event Borrower shall make payment directly to the payee hereof, Lender receives receipts evidencing such payments. Borrower shall promptly furnish to Lender this Security instrument; provided, that Borrower shall not be required to do so longer than 30 days after the date of Lender's notice to Borrower that such payment has been made.

**4. Uniforum Coverage** 4 of the Security instruments is amenable to read as follows:

The Note Holder will deliver to me a notice of any changes in the Full Monthly Amount and my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(a) Return of Capital Investment - Received from a nonminority interest  
My unpaid principal balance can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. If my paying the amount of my monthly payment after any interest charge due would cause the unpaid principal balance to exceed the next Payable Date, I must pay instead the full monthly amount as my monthly payment until the next Payable Date.

5. UNPAID PRINCIPAL BALANCE  
to pay the due monthly amount.

(D) Effective Date of Payment Amount: requires me to pay the full monthly amount.

Before each Payment Change Date, the Note Holder will calculate a new monthly payment sufficient to repay the unpaid principal balance on my loan in full over the remaining amortization period at the Payment Rate in subsanitally equal payments.<sup>2</sup> Payment Rate<sup>2</sup> is the index on the most recent interest Date plus .0-.2250 .%.

(C) Calculation of Monthly Payment  
Amount.

I will make my monthly payments at Great American Federal Savings & Loan Association, 1001 Lake Street, Oak Park, IL 60301, or at a different place if required by the Note Holder.

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## E. TRANSFER OF THE PROPERTY; ASSUMPTION

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SERIALIZED  
INDEXED  
FILED

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power

2017.07.01

Borrower: KIM LYNN

hereunder, including the covenant to pay when due condominium assessments, then under may invoke any remedy provided under the security instrument, including, but not limited to, those provided under Unitform Convention 7.

(iii) any material amendment to the declaration, by-laws or code of regulations of the Owner's Association, or equivalent constituent document of the condominium project, including, but not limited to, any amendment which would change the percentage interest, including, but not limited to, any amendment which would terminate professional management and assume self-management of the condominium project.

(i) the abandonment or termination of the condominium project, except for abandonment by fire or other casualty or in the case of substantial destruction by termite infestation provided by law in the case of such an infestation.

In the event of a disaster such as a fire or flood, Lender will promptly notify the insurance company of the damage and provide them with all necessary information to facilitate the claims process. The insurance company will then pay the claim directly to Lender, who will then apply the proceeds toward the repair or replacement of the damaged property.

B. Hazard Insurance. So long as the Owners Association maintains a "Master" or "Blanket" policy on the Condominium Project which provides insurance coverage against fire hazards included within the term "extended coverage," and such other hazards as render may require and in such amounts and for such periods as render may require, then:

(1) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance to maintain double coverage under Uniform Covenant 5 to maintain hazard insurance coverage on the property;

Assessments, Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the condominium.

Condorcet's theorem. In addition to the covariants and agreements made in the security instruments, Borrower and Lender further covenant made

(herein "Condominium Project").

The Properly compriſes a unit in, together with an individual interest in the common elements of, a condominium project known as THE 643 NORTH MAGNOLIA CONDOMINIUM (Name of Condominium Project)

This condominium rider is made this 31st day of July 1986, and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated off even date hereinafter, given by the undersigned (herein "Borrower") to secure Borrower's Note to CREDITMENERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION (herein "Lender") and covering the Property described in the Security instrument and located at 6434 N. MAGNOLIA, UNIT 2 - CHICAGO, ILLINOIS 60626 (Property Address).

COPDOMINIUM RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

LOAN # 01-10521315

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The mortgagor shall promptly deliver a true and full copy of each and every notice of default received by the mortgagor with respect to any obligation of the mortgagor under the provisions of the condominium Proprietary Act of the State of Illinois (the "Condominium Proprietary Act"), the Declaration of Condominium Ownership of the 6434 North Magnolia condominium unit under the Mortgagor's name, and the Rules and Regulations adopted by the Board of Managers (the "Rules and Regulations"), or the Declaration of the 6434 North Magnolia condominium unit under the name of the mortgagor, as set forth in the Declaratory Act of the 6434 North Magnolia condominium unit, and the Rules and Regulations adopted to facilitate the administration and operation of THE 6434 NORTH MAGNOLIA CONDOMINIUM.

JULY 31, 1986      THIS TRIDER IS ATTACHED TO AND MADE A PART OF A CERTAIN MORTGAGE DATED JULY 31, 1986 BETWEEN GREGORY FEDERAL SAVINGS AND LOAN ASSOCIATION AND KIM LYNNE SPINNEMAN

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To the extent that the printed portion of this mortgage conflicts with the provisions contained in the Rider, the provisions of this Rider shall prevail.

Notices may be mailed to GREATAMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION at 1001 Lake Street, Oak Park, Illinois 60301.

At the election of the mortgagor, consent to a breach of covenant under this mortgage at such convenience, provided however, that the failure of the mortgagor to keep or perform any such covenant, agreement or provision for thirty (30) days after such notice shall, notwithstanding the mortgage to accelerate the indebtedness secured hereby.

Tracing reasonable counsel fees, shall be added to the debt secured hereby, shall become necessary for such purpose, and all sums expended by the mortgagor for such purposes, due and payable and shall bear interest until repaid at the rate provided in the note secured hereby; provided however, that the rate established in the note shall prevail.

At the election of the mortgagor, consent for the mortgagor to enter upon the property of the mortgagor hereby authorized to enter upon the property of the mortgagor for the purpose of making any remedy such default of the mortgagor (the mortgagee may without any obligation so to do, cure or remedy any such default of the mortgagor) due diligence, then in any such case, the mortgagee may from time at the option, but without any obligation so to do, cure or remedy any such default of the mortgagor (the mortgagee may without any obligation so to do, cure or remedy any such default of the mortgagor) due diligence to proceed promptly after such notice to cure or remedy the same which due mortgagee fails to do within such thirty (30) days period, if the

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RECORDED