

# UNOFFICIAL COPY



Mail to:  
THIS DOCUMENT PREPARED BY  
BETH MEYERHOLZ  
THE PROVIDENT FINANCIAL  
400 W. LAKE STREET  
ROSELLE, IL 60172

86364696

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ..... AUGUST 18  
19...86... The mortgagor is ..... RICHARD C. OSBORNE AND KATHERINE S. OSBORNE, HIS WIFE  
..... ("Borrower"). This Security Instrument is given to ..... THE PROVIDENT  
FINANCIAL SERVICES, INC., which is organized and existing  
under the laws of ..... THE STATE OF ILLINOIS....., and whose address is ..... 1210 WASHINGTON  
STREET, WEST NEWTON, MA 02165..... ("Lender").  
Borrower owes Lender the principal sum of ..... THREE HUNDRED THOUSAND AND NO/100.....  
..... Dollars (U.S. \$...300,000.00.....). 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 ..... SEPTEMBER 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.

2 of 2  
LOT 2 IN LESTER'S SUBDIVISION / SUBDIVISION OF LOTS 61 and 62  
IN MCGUIRE AND ORR'S SKOKIE HEIGHTS BEING A SUBDIVISION OF PART  
OF THE WEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 6, TOWNSHIP 42 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED FEBRUARY 2, 1922 AS DOCUMENT 7399007 ALSO  
THE EAST 50 FEET OF THE SOUTH 200 FEET OF LOT 8 IN COUNTY CLERK'S  
DIVISION OF FRACTIONAL SECTION 6, TOWNSHIP 42 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

86364696

DEPT-Q1 RECORDING \$15.00  
TRAN 0277 08/20/86 10:18:00  
HE008 4-6-86-364696  
COOK COUNTY RECORDER

TAX # 05-06-313-062 VOL. 97



which has the address of ..... 465 DUNDEE....., GLENCOE.....  
(Street) (City)  
Illinois ..... 60022..... ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any  
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with  
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

15 00 MAIL

Form 3014 12/83  
SAF SYSTEMS AND FORMS  
CHICAGO, IL

105-351293

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## My Communion Express:

1847  
witness my hand and official seal this

THE BIBLE

...a Notary Public in the mid forties country and later, do hereby certify that  
F. C. H. Carter, c. 1950 or so, is not the person(s) whom I informed  
before me and is (are) known or proved to me to be the person(s) who bearing informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be true.

STATE OF **MISSOURI** ..... COUNTY OF **CALDWELL** .....  
SS: { ..... } ..... (100) .....

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

2-4 Family Rider  
 Conditionalium Rider  
 Planned Unit Development Rider  
 Grandparent Rider  
 Other(s) [Specify]

23. Right to This Security Instrument, if one or more riders are executed by Borrower and recorded together with the 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.

21. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Securit  
ty instrument without charge to Borrower. Borrower shall pay any recordation costs.  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

The property includes a detached garage, a workshop, and a separate utility building. The property is located in a quiet residential area with easy access to major roads and local amenities.

but, if not limited to, reasonable attorney's fees and costs of title evidence.

Securily instruments without which many people could not live. Securily instruments may require immediate payment in full or all sums received by Lender at its option may require payment in full or all sums received by Lender under this Agreement or any other instrument or agreement of Borrower to Securily Instruments.

and (d) that failure to cure the deficiency on or before the date specified in the note may result in acceleration of this note.

19. Acceleration: Remedies, [and] shall give notice to Borrower to accelerate payment of principal and interest due under the Note.

**NON-UNIFORM GOVERNANTS** Before we end, let's take a look at another type of government.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have injunction of this Security instrument declared 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 Security pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining the Security instrument. Those conditions are that Borrower: (a) pays Lender all sums which he owes under this Security instrument, (b) pays all expenses incurred in connection with his account, and (c) pays all reasonable attorney fees, costs and expenses incurred by Lender in collecting this Security instrument, plus interest thereon at the rate limited in the loan agreement, plus reasonable attorney fees, costs and expenses incurred by Lender in foreclosing his security interest in the property, plus reasonable attorney fees, costs and expenses incurred by Lender in recovering his account.

11. Legendre exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date which Borrower fails to pay the extra sums prior to the expiration of this period. This notice shall be delivered or mailed within which Borrower must pay all sums accrued by this Secured party in connection with its demand on Borrower.

16. **Borrower's Copy.** Borrower shall be given one copy of this Note and of this Security instrument.  
17. Transfer of the Property and Interest in Borrower is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lemender's prior written consent, Lemender shall not be entitled to exercise its rights under this Note and of this Security instrument.

13. **jurisdiction in which the Property is located.** This security instrument shall be governed by law; severability. Note collection in which the Property is located. In the event that any provision 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.

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

13. Legal Protection Against Lender's Rights. If an agreement or application of applicable law 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 remedy or remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

**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) if it seems necessary to make this reduction by reducing the principal owed under the Note or by making a direct payment to Borrower, Lender may do so to make this reduction by reducing the principal owed under the Note or by refunding to Borrower. If a reduction reduces principal, the principal will be treated as a partial prepayment of the Note.

11. Successors and Assignees; 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 shall be liable to the providers of successions and beneficiaries and Lender in accordance with the terms of this Security Instrument and shall be liable to the terms of this Security Instrument notwithstanding that he or she may have no knowledge of the existence of this Security Instrument.

10. Borrower's Due Date of the monthly payments referred to in Paragraphs ; and 2 or change the amount of such payments.  
Postpone the due date of the monthly payments by Lender Not a Waiver. Extension of the time for payment  
modification of instrument; or the sums secured by this Security Instrument granted by Lender to any successor or  
Interest of Borrower shall not operate to release the liability of the original Borrower or  
Lender shall not be liable for otherwise than payment of the amounts successively due under this instrument by reason  
of payment or prepayment of any sum due hereunder or otherwise than as provided in this instrument.  
by the original Borrower or his successors in interest. Any forbearance by Lender in exercising any right or remedy  
shall not be a waiver of the right of remedy.

make an award or settle a claim for damages, Borrower wills to respond to Lender within 30 days after the notice is given. Lender may sue to collect and apply the proceeds, either to restore or repair or to the full extent of the amount set aside by this Security Instrument, whichever of the Properties or to the sum due.

Because the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Bortower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums received by the Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums received by the Security instrument shall be reduced by

shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for this inspection.

"Lender required mortgagor to make a contribution of marking the loan executed by this security instrument; Borrower shall pay the premium required to maintain the insurance in accordance with Lender's written agreement or applicable law.

10. The following table shows the number of hours worked by each employee in a company.

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## ADJUSTABLE RATE RIDER (3 Year Index-Rate Cap)

THIS ADJUSTABLE RATE RIDER is made this , 18th, day of , AUGUST , 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") to The Provident Financial Services, Inc. ....  
.. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 465, DUNDEE, GLENCOE, IL 60022 .....,  
[Property Address]

### THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

**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 of .9.75%. 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 of , SEPTEMBER , 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 adding two and one half percentage points (2.50%) to the Current Index. The Note Holder will then round the result of this addition up 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 of 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.

The interest rate will not be changed by more than 2 percentage points on any Change Date. The Note Holder will adjust the new interest rate so that the change will not be more than that limit. The new interest rate will equal the figure that results from this adjustment to the interest rate calculation.

The maximum interest rate change will not be more than 5 percentage points. The Note Holder will adjust the rate so that the change in the interest rate will not be more than the limit.

##### (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.

##### (E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of 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.

##### (F) Required Full Payment

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

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## B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

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

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, Lender also shall not exercise this option if: (a) Borrower ceases to be admitted to Lender's loan assumption; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and information obtained by Lender to evaluate the intended transfer as if a new loan were being made to Lender by this Security Instrument, Lender also shall not exercise this option if: (c) Lender's consent to the transfer of any covenant or agreement in this Security instrument is breached or violated.

To the extent permitted by applicable law, Lender may also require the Note and this Security instrument unless Lender consents to the loan assumption. Lender may also require the transfer of all the promises and agreements made in this Security instrument to the extent that is acceptable to Lender and that Lender may also require to sign an assumption agreement that is acceptable to Lender and that Lender and that Lender may also require to keep all the promises and agreements made in this Note and this Security instrument to be fulfilled.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand in writing.

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

RICHARD C. OSBORNE  
KATHERINE S. OSBORNE  
Borrower  
(Seal)

LENDER'S SIGNATURE

RECEIVED  
COURT CLERK  
COOK COUNTY  
ILLINOIS  
MAY 15, 2018  
10:00 AM  
CLERK'S OFFICE  
COOK COUNTY CLERK  
121 N. WABASH AVENUE  
CHICAGO, ILLINOIS 60602  
TELEPHONE: (312) 443-3000  
FAX: (312) 443-3001  
E-MAIL: COOKCLERK@COOKCOUNTY.IL.GOV  
WEBSITE: COOKCOUNTY.IL.GOV/COURTCLERK

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