

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$16.30  
T#4444 TRAN 1244 07/22/87 14:30:00  
N7035 # ID 87-403934  
COOK COUNTY RECORDER

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 23  
1987. The mortgagor is JAMES K. HAHN AND AMY S. HAHN, HIS WIFE  
("Borrower"). This Security Instrument is given to  
BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing  
under the laws of THE UNITED STATES OF AMERICA, and whose address is  
Monroe & Clark Street - Chicago, Illinois 60603 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED AND 00/100  
Dollars (U.S. \$ 131,200.00). 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 07-01-2017. 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 35 IN SURREY PARK EAST BEING A SUBDIVISION OF LOT 2 IN SURREY PARK PLANNED  
DEVELOPMENT BEING A SUBDIVISION OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 41 NORTH,  
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

\$16.00 MAIL

87403934

✓ PERMANENT TAX I.D. NUMBER 08-08-406-058

H. D. O. J. M.

✓ which has the address of 1421 RUSSELL COURT ARLINGTON HTS.  
[Street] [City]  
Illinois 60005 ("Property Address");

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

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

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



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UNIFORM COVENANTS, Borrower and Lender covenant as follows:

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

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

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

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

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

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amount, 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 Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remittance before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a judgment holding this Security Instrument. Those conditions are set forth below:

If under 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.

Secured by this Security Instrument, Lender may, at its option, require immediate payment in full or in sums payable to Lender at date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as provided in section 446 of the Truth in Lending Act.

16. Borrower shall be given one 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 in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), the transferee may exercise all rights and powers of Borrower under this Note and of the Security Instrument.

which can be given effect without the conflicting provision. To this end the provisions of this Section instrument and the Notice are declared to be severable.

15. GOVERNING LAW; SEVERABILITY. Jurisdiction in which the law is located. In the event that any provision of this Agreement shall be governed by the laws of a state other than Missouri, such provision shall not affect provisions of this Agreement or the Note which conflict with applicable law. Such conflicts shall not affect other provisions of this Agreement or the Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 designs by notice to Borrower. Any notice

**14. Notices.** Any notice to Borrower provided for in this Security Lien Agreement shall be delivered to the mailing address set forth in the first class mail unless otherwise specified. The notice shall be directed to the Borrower at its principal place of business or to its residence if it has no principal place of business.

renders itings any provision of the Note or this Security instrument ineffective to the extent that it conflicts with any provision of this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

partial prepayment without any prepayment charge under the Note.

12. **Loan Charges.** If the loan secured by this Security Instrument is subjected 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 shall be reduced by the amount permitted by law which is necessary to reduce the charge to the permitted limit.

use such sums secured by this security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify or forgive any accommodations, which regard to the terms of this Security Instrument or the Note without chat Borrower's consent.

of paragraph 17, Borrower's co-ventrants 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 is not liable for any deficiency.

11. **Successors and Assents**: Joint and Several Liability; Co-sureties. The convenants and agreements of this instrument shall bind all beneficiaries and successors and assigees of Lender and Borrower, subject to the provisions

payments or otherwise modify amortization of the sums secured by this instrument by reason of any demand made by the original holder or trustee's successors in interest. Any transfer by this instrument of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Interest of Borrower's shall not operate to release the liability of the original Borrower or Borrower's successors in interest, interest of Borrower's shall not be equal to commercial proceedings against any successor in interest or expenses to extend time for

Postpone time of a due date of the monthly payments received to 10 in paragrapbs 1 and 2 of the memorandum of payment by Note Releascd; Robeurance B.Y. Lender by this Security instrument granted by Lender to any successor in modification of the sums secured by this Security instrument granted by Lender to any successor in modification of the sums secured by this Security instrument granted by Lender to any successor in

to the sums secured by this Security Instrument, whether or not then due.

In the event of a claim for damages, Borrower shall, at its option, either reduce the amount of the principal or interest due or pay the amount of the claim to Lender within 30 days after receipt of notice by Lender.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the demands of a bona fide holder of a chattel paper or other instrument held by Borrower in the ordinary course of business have not been paid to Borrower,

In the event of a total or partial breach of the agreement, the proceeds shall be applied to the reduction of the amounts secured by the sums advanced by the Borrower and Lentee under the following fraction: (a) the total amount of the sums secured by the amounts of the proceeds multiplied by the following fractions:

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.

shall give Borrower notice at the time of or prior to an inspection specifying when and where Borrower shall meet with the appraiser, lender and servicer.

Insurance companies in accordance with the requirements of the insurance law shall pay the premiums required to maintain the insurance coverage in effect until such time as the requirement for the borrowing agent to make payments under the insurance coverage is terminated.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium established by the lender.

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LOAN NUMBER

87113916

## ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 23RD . . . . . day of JUNE . . . . . , 19 87 . . . . . , 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 BELL FEDERAL SAVINGS AND LOAN ASSOCIATION . . . . . (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1421 RUSSELL COURT, ARLINGTON HTS., IL 60005  
[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 7½% 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 of 8.000 . . . %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

#### (A) Change Dates

The interest rate I will pay may change on the first day of JULY . . . . . , 19 88 . . . . . , and on that day every 12 . . . th 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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 ( . . . 2.500 . . . . %) 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 interest rate cannot be increased or decreased by more than 2.0 . . . percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4 (F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed .14.500 . . . percent per annum.

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 4(F) 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.

#### (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.

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AMY S. HAHN  
Borrower  
(Seal)

JAMES K. HAHN  
Borrower  
(Seal)

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

the Lender for the services of attorneys on its staff.  
27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by unprepared applicable state law.

outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by charge an assumption fee of the greater of \$400.00 or ONE PERCENT (1%) of the Lender's loan underwriting standards. (3) In any and all cases of default, any Lender shall have the right to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's right to approve the creditworthiness of any assuming party or parties and to have the terms of the Note and the Security Instrument as set forth in this loan provided that: (1) shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1)

26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender pursuant to the terms hereof and the payment of its reasonable release fee.

Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby,

25. RELEASE FEE. Notwithstanding Covenant 21 of the Security Instrument to the contrary, this creates at the Note rate.

and add the amount so advanced in payment of premiums as additional debt hereby, with in- further agree that the Lender may advance any premium due and payable on such insurance policies, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and

form and company acceptable to the Lender as additional security for the indebtedness hereby secured,

shall elect to secure title or insubstantial insurance, or both, or insurance of similar nature, in an amount,

24. ADDITIONAL INSTRUMENTS. In the event that any, either or all of the undersigned Borrowers

in the Security Instrument, Borrower and Lender further covenant as follows:

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made

by payment.

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

(I) Received Full Payment

amount which would suffice to repay my new monthly payment until the next Change Date. The new monthly payment will be in an amount beginning paying a new monthly payment my Limited Payment would cause me to exceed chat limit, I pay a limited Payment. If so, on the date that my unpaid principal could exceed that maximum amount if I pay a principal amount I originally borrowed. My unpaid principal will also add interest on the principal until the date in full on the maturity date of my new monthly payment.

My unpaid principal can never exceed a maximum equal to one hundred twenty-five percent (125%) of the principal of the note.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date of my new monthly payment.

(G) Additions to My Unpaid Principal

Holder notice that I am doing so at least 15 days before my first new monthly payment is due. Unless Sections 4 (H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as 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.

(F) Borrower's Right to Limit Monthly Payment

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