

GreatAmerican Federal Savings and Loan Ass'n.
1891 Lake Street Oak Park, IL 60301

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned
COMMUNITY BANK OF HOMWOOD-FLOSSMOOR

a corporation organized and existing under the laws of the STATE of ILLINOIS, not personally but as Trustee under the provision of a Deed or deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated JULY 15, 1987, and known as trust number B701A, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois

a corporation organized and existing under the laws of the United States of America, hereinafter referred to as the Mortgagor, the following real estate, situated in the County of COOK, in the State of Illinois, to wit:

Lot 95 in Country Club Hills Unit Number 7, a Subdivision of the South 1/2 of the Southwest 1/4 (Except the South 2 Rods of the West 80 Rods and Except the East 50 Feet thereof) of Section 3, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1959 as Document #17495223, in Cook County, Illinois.

PERMANENT INDEX NUMBER: 31-03-314-022 VOLUME 178 TP

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon furnished of which by lessors to lessees in customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, and water heaters, (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagor, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention aforesaid (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the rights thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed, or other deed, pursuant to a decree foreclosing the lien hereof, but if no deed be issued than until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor forever, for the uses and purposes herein set forth.

TO SECURE: 1. The payment of a certain indebtedness from the Mortgagor to the Mortgagor evidenced by a note made and delivered concurrently and of even date herewith, by the Mortgagor to the Mortgagor, in the sum of THIRTY-THREE THOUSAND SEVEN HUNDRED AND NO/100----- Dollars (\$33,700.00), which note together with interest thereon as provided by said note, is payable in monthly installments of THREE HUNDRED ONE & 99/100----- Dollars (\$301.99-----) on the FIRST day of each month, commencing with SEPTEMBER 01, 1987----- until the entire sum is paid.

2. Any additional advances made by the Mortgagor to the Mortgagor or its successor in title as hereinafter provided, plus such further sums as may be advanced for the purpose of protecting or enforcing the security, and

3. All of the other agreements in said note, which are hereby incorporated herein and made a part hereof and which provide among other things for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure the performance of the Mortgagor's covenants herein contained.

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Loan #01-10524329

MORTGAGE

COMMUNITY BANK OF HOMEDALE-FLOSSMOOR

As Trustee U/T/A #87011 Dated

July 15, 1987

To

GreatAmerican
Federal Savings
and Loan Association

Deliver to:
GreatAmerican Federal Savings
and Loan Association
107 Lake Street
Oak Park, Illinois 60301
or
Box Number _____

88154-128

60x254
CP 201

A. THE MORTGAGOR COVENANTS:

1. To pay said Indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof.
2. To pay, unless theretofore paid by the Mortgagor out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable, and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagor, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement.
3. To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorms and such other hazards including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagor may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, issued by such responsible insurance companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagor, until said Indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagor and shall contain a clause satisfactory to the Mortgagor making them payable to the Mortgagor, as its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of title, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's or Commissioner's Deed, or other judicial deed, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it by the insurance companies; application by the Mortgagor of any of the proceeds of such insurance to the Indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the Indebtedness is paid in full.
4. To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises.
5. To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed, unless the Mortgagor in its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurance covering such damage or destruction on the Indebtedness secured hereby.
6. To keep said premises in good condition and repair, without waste, and free from any mechanics, or other lien or claim of lien not expressly subordinated to the lien hereof.
7. Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act.
8. To comply with all requirements of law with respect to the mortgaged premises and the use thereof.
9. Not to suffer or permit, without the written permission of the Mortgagor being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, or of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.
10. That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either, such contracts, making the Mortgagor assignee thereunder, the Mortgagor may pay the premiums for such insurance and add said payments to the principal Indebtedness secured by the Mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
11. To appear in and defend any proceeding which in the opinion of Mortgagor affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by Mortgagor in any proceeding in which it may be made a party defendant by reason of this mortgage.

B. THE MORTGAGOR FURTHER COVENANTS:

1. That in the case of failure to perform any of the covenants herein, the Mortgagor may do on the Mortgagor's behalf everything so covenant; that the Mortgagor may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagor for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall incur so much additional Indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in advancing money as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any money for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.
2. That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor as the date hereof or at a later date, or having been advanced, shall have been repaid in part, and further advances made at a later date, which advances shall in no event operate to make the principal sum of the Indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage Indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section 7.3 above, or for either purpose.
3. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, dealt with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.
4. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage Indebtedness any Indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises on mesne without offering the several parts separately.
5. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's or other judicial sale, towards the payment of the Indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not,

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My compilation expire March 12, 1990.

GIVEN under my hand and Notarized Seal, this 24th day of July,

HERBIE CERTIFY THAT GYMCHIA K. THEBAUTA. ASSL. TIN.
ELUSSMORR. AND U. AND
SOCIETY OF SALT CORPORATION, WHO ARE PERSONALLY KNOWN TO ME TO BE
HONORABLE INTRUMENTS AS SUCH ASSL. TIN. GYMCHIA. AND VICE TIN
AND VITIEN. AND ACKNOWLEDGED THAT THEY ARE SIGNED AND DELIVERED BY
THEIR OWN VOLUNTARY ACT OF SALT CORPORATION. AS TESTIMONY AS AGREED
VLC. PRE. GYMCHIA. THEN AND THEREACKNOWLEDGED THAT THE
SALT AFFIX SALT SEAL TO SALT INSTRUMENT AS HIGHLIGHTED
AS TESTIMONY AS AGREED. FOR THE USES AND PURPOSES THEREIN SET FORTH.

STATE OF ILLINOIS
COUNTY OF COOK

(CORPORATE SEAL)

By *C. L. M. A.* *for* *U.S.A.* *Postage* *paid* *at* *U.S.A.* *Postage* *paid* *at* *U.S.A.*

COMMUNITY BANK OF HOMESTEAD-EL PASO

In witness whereof, the parties of the above-named corporation, have affixed their signatures this 22nd day of December, A.D. 1987.

any order of creditors of the Mortgagor, accept him, and interest in or title to the premises above-quoted to the date of this Mortgage.

not personally but as trustee and/or agent in the exercise of the power and authority conferred upon and vested in it as such trustee (and said COMMUNITY BANK OF HOMECOOD-LOSSMOR) warrants that it possesses all full power and authority to execute this instrument, and it is expressly understood and agreed that no notice hereof or in said note contained shall be given before it is read unless and until the original holder or his attorney in fact has been given at least ten days prior written notice of the time and place where the same will be read.

The Mortgagor, whether as principal or by law substituted, shall personally appear at the office of the Mortgagor, with or without notice, and shall be ordered to pay the sum of \$100 to the trustee, or to his order, and shall be compelled to do so in accordance with the terms of the mortgage, and if he fails to do so, the trustee may sue for the same in the name of the mortgagor, and judgment recovered thereon shall be paid over to the trustee.

changes in the degree of sale all expanditures and expenses together with interest on the ratio of **Hedge Rate** to **Settlement Day**. Any losses under the same will be paid off by an amount of credit or debit of **Settlement Day** and will be settled and no losses or gains from sales and purchases of oil and gas products shall be nullified by the application of a unitary liquidation of the position of each party to the calculation of the liability of each party to the other.

GreatAmerican Federal Savings & Loan Association
1001 Lake Street GLENDALE, IL 60025

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ADJUSTABLE PAYMENT RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

CORPORATE TRUSTEE

THIS ADJUSTABLE PAYMENT RIDER is made this . 22nd . . . day of . . . July 1987 . . . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Payment Note to GreatAmerican Federal Savings & Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

..... 18930 S., John Street, - Country Club, Hillside, IL, 60477

(Property Address)

This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The 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.

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 rate of . 10.250 . %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will owe interest at a yearly rate of . 10.250 . %. The rate of interest I will owe will change on the first day of the month of . . . August . 01 19. 88 . . . and on that day every 12th 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.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the ~~weekly~~ ^{monthly} average yield on United States Treasury securities adjusted to a constant maturity of 1 year, 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.

The most recently available Index figure as of the date 30 but not more than 45 days before each Interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new rate of interest by adding . 0.3750 . . . percentage points (. . . 3.750 . . . %) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

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

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment 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 an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and payable on . August . 01 20. 17 . . . , which is called the "maturity date". My first Full Monthly Amount is U.S. Three Hundred One & 99/100-----(\$.301.99 . . .) Before each Interest Change Date, the Note Holder 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.

The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid principal balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

4. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on . . . September . 01 19. 87 . . . I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

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SPEC ATTACHED INFORMATION CAUSES

(CORPORATE SEAL)

CORPORATE BANK OF HOMWOOD-ELGINSMOOR

IN WITNESSES WHEREOF, COMMUNITY BANK OF HOMEMOOR, not personally but as trustee
as aforesaid, has caused these presents to be signed by its ASST. TRES. L. P. REED, Agent and
its corporate seal to be affixed and attested by its VICE PRESIDENT SECRETARY, who
22nd day of July, A.D., 1987.

IN WITNESS WHEREOF, the undersigned has executed this Adjustable Payment Rider.

If, after the date hereof, enactment of legislation either of rendering like provisions or the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragrap

If the loan is secured by the Securitily Instruments, 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 exceed the charge to the 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 prepay.

Non-Uniform Credit Scenarios [2] of the Scenario [4] Future Advance [5] is deleted.

C. NO FUTURE ADVANCES

Non-Uniform Control Rights: Non-Uniform Control Rights ("NUR") are rights held by the holder of a Uniform Security Interest ("USI") in a Uniform Security Agreement ("USA") to receive payment from the obligor under the USA, or to exercise other rights or remedies under the USA, prior to the holder of a USI in another USA.

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**COMMUNITY BANK OF HOMECOOD-ELWOODSBORO AS
TRUSTEE under Trust Number 8701
and not personally.**

DATE: JULY 24, 1987

COMMUNITY BANK OF HOMWOOD-FLOSSMOOR AS
RECEIVED AND BEWARED THE PARTIES HERETO, ANYTHING
SAYING AND DOING IN THIS CONTRACT IS TO THE MARKMEN'S, IN-
CHART SECH AND ALL OF THE MARKMEN'S, UNQUOTE
OUR AGREEMENTS AND AGREEMENTS HERETOFER MADE ON
SAYING AND EXPERIENCING TO THE MARKMEN'S, IN-
CHART SECH AND ALL PERSONAL AGREEMENTS OF THE MARKMEN'S ARE
MADE AND INTENDED NOT AS PERSONAL
SAYING, COVERANCES AND UNDERSTAKINGS AND AGREEMENTS
LICH THE INGENCION OF BINDING ONLY CHART TRUSTEE
SAYING, THAT THE PURPOSE OF BINDING ONLY CHART TRUSTEE
NOT IN CHART, AND CHART, BUT SOLELY IN CHART
ASSUMED BY HOMWOOD-FLOSSMOOR OR ANY
MULTIITY BANK OF HOMWOOD-FLOSSMOOR OR ANY
COUNT OF ANY MARKMEN, INDAMENTY, INDAMENTY,
TRUSTEE OF THE EXECUTION OF THE AGREEMENT
OR THE AGREEMENT OF THE PERSONAL
LICH THE LENDER, ALL WHICH PERSONAL
ASSESSMENT BY HOMWOOD-FLOSSMOOR OR ANY
CHART, AND CHART NO PERSONAL
ASSESSMENT BY HOMWOOD-FLOSSMOOR OR ANY
CHART.

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I will make my monthly payments at GreatAmerican Federal Savings & Loan Association, 1101 Lake Street, Oak Park, IL 60301, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$. 301.99 The Note Holder will change my monthly payment as required by Section 4(C) below on the .. First Interest Change Date and on that day every .124b.. month thereafter. Each of these dates is called a "Payment Change Date." The Note Holder will also change my monthly payment on any Interest Change Date if Section 5(B) below requires me to pay the Full Monthly Amount.

(C) Calculation of Monthly Payment Changes

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 substantially equal payments. The "Payment Rate" is the Index on the most recent Interest Change Date plus .9,3750. . . . percentage points (.3,750. .%).

I will pay the amount of my new monthly payment until the next Payment Change Date unless Section 5(B) below requires me to pay the Full Monthly Amount.

(D) Effective Date of Payment Changes

Until my monthly payment is again changed, I will pay the amount of my new monthly payment each month beginning on the first monthly payment date after the Payment Change Date, or Interest Change Date if I am required to pay the Full Monthly Amount.

5. UNPAID PRINCIPAL BALANCE

(A) Changes in My Unpaid Principal Balance

My monthly payment could be less than the amount of the interest portion of the first Full Monthly Amount I owe or less than the interest portion of my first Full Monthly Amount after an Interest Change Date. If so, the Note Holder will subtract the amount of my monthly payment from the amount of interest I owe and will add the difference to my unpaid principal balance each month until the next Interest Change Date. The Note Holder will also add interest on the amount of this difference to my unpaid principal balance each month. Until the next Interest Change Date when the Note Holder determines my new rate of interest on my then unpaid principal balance, the rate of interest on the interest added to principal will be the rate determined in Section 2 above.

My monthly payment could be more than the amount of the Full Monthly Amount. If so, the Note Holder will subtract the difference from the unpaid principal balance of my loan each month until the next Interest Change Date as if I had made a partial prepayment under Section 7 below.

(B) Limit on Unpaid Principal Balance; Required Full Monthly Amount

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 Change Date would cause the unpaid principal balance to exceed that maximum amount at any time, I must pay instead the Full Monthly Amount as my monthly payment until the next Payment Change Date.

6. NOTICE OF CHANGES

The Note Holder will mail or 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.

B. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

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 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 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 Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain 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

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 delivering it or by mailing it by first class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

D. UNIFORM MORTGAGE; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

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

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THE ATTACHED DOCUMENTS CAUSE

(CORPORATE SEAL)

COMMUNITY BANK OF HOMECWOOD-ELKSBORO AS TRUSTEE AS ACTING AND NOT PERSONALLY

IN WITNESSES WHEREOF, COMMUNITY BANK OF HORNWOOD-PLATSMOOR, not personally but as Trustee
as aforementioned, has caused this instrument to be signed by its Assistant Trustee, and
its corporate seal to be affixed and attested by its Vice President and
22nd day of July, A.D., 1987.

IN WITNESS WHEREOF, the undersigned executed this Affidavit before James R. Miller.

If the loan secured by the Security Instrument is subject to a, a which sets maximum loan charges, and that law is broadly interpreted so that the language of another loan charges could or to be corrected in connection with the loan exceeded permitted limits, then (1) any such loan claim already made should be reduced to the amount necessary to reduce the permitted limits and (2) any such loan claim already made should be reduced to the amount necessary to reduce the charge to the permitted limits. In either case, the party making the reduction will be liable for all costs of preparing the document under the Note.

19. **Borrower's Right to Remedy.** A party to a security instrument shall have the right to terminate it if either party fails to perform its obligations under the instrument.

If a lender exercises such option to accelerate, it under shall mail borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall mail borrower notice of demand or demand notice to the borrower within such period, whether or not the sums due have been paid, if borrower fails to pay such sums prior to the expiration of such period, whether or not the sums due have been paid.

17. Transfer of the Property: Assumption instrument is amendable to read as follows:

E. TRANSFER OF THE PROPERTY; ASSUMPTION

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ADJUSTABLE PAYMENT RIDER

RIDER ATTACHED TO MORTGAGE FOR RECORDING

CORPORATE EDITION

THIS ADJUSTABLE PAYMENT RIDER is made this . 22nd . . . day of . . . July 1987 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Payment Note to GreatAmerican Federal Savings & Loan Association (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

. 18930 S. John Street - Country Club Hills, IL, . . . 60477
(Property Address)

This Note Contains Provisions Allowing For Changes In The Interest Rate And The Monthly Payment And For Increases In The Principal Amount To Be Repaid.

The Note Also Provides For Calculations Of Two Separate Monthly Payment Amounts. One Will Be The 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.

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 rate of . 10.250 . %. Sections 2, 3, 4, 5 and 6 of the Note provide for changes in the interest rate and the monthly payments, as follows:

2. INTEREST

(A) Interest Owed

Interest will be charged on that part of principal which has not been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

Beginning on the date of this Note, I will owe interest at a yearly rate of . 10.250 . %. The rate of interest I will owe will change on the first day of the month of August 01 19 . . . 88 . . . and on that day every 12th 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.

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the ~~weekly~~ ^{Mthly.} average yield on United States Treasury securities adjusted to a constant maturity of 1 year, 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.

The most recently available Index figure as of the date 30 but not more than 45 days before each Interest Change Date is called the "Current Index."

(C) Calculation of Interest Rate Changes

Before each Interest Change Date, the Note Holder will calculate my new rate of interest by adding . 0.3750 . . . percentage points (. . . 3.750 . . . %) to the Current Index. This amount will be my new rate of interest until the next Interest Change Date.

(D) Interest After Default

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

3. CALCULATION OF AMOUNTS OWED EACH MONTH

The Note Holder will calculate my Full Monthly Amount. The "Full Monthly Amount" is the amount of the monthly payment 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 an amortization period of thirty (30) years from the date of this note. The balance of the indebtedness, if not sooner paid, shall be due and payable on August 01 20 . . . 17 . . . which is called the "maturity date". My first Full Monthly Amount is U.S. Three Hundred One & 99/100-----(\$ 301.99 . . .) Before each Interest Change Date, the Note Holder 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.

The Full Monthly Amount I owe may be more or less than the amount I am required to pay each month. Section 5 below describes how my unpaid principal balance will change if the amount of my monthly payment and the Full Monthly Amount are different.

4. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on September 01 19 . . . 87 . . . I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. If I still owe amounts under this Note on the maturity date, I will pay those amounts in full on that date. Those amounts could be greater than the amount of my last monthly payment before the maturity date.

ADJUSTABLE PAYMENT RIDER - Single Family - Instrument (Neg. Am.)

1 Year Treasury

FBI - 2008-0296

Warrantless, unauthorized, representations, covenants, and
by the Trustee or for the purpose of
personally but are not
of the trust pre-
executed and
exercised

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RIDER ATTACHED TO MORTGAGE

LOAN # 01-10534379

CORPORATE TRUSTEE

DUE-ON-TRANSFER RIDER
MORTGAGE ADDENDUM

Notice: This rider adds provisions to the instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 22nd day of July, 1987, and it incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GREAT AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Instrument and located at:

..... 18930 S. John Street ~ Country Club Hills, IL, 60477
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made to the instrument Borrower and Lender further covenant and agree as follows:

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

If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding

- (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or partner.
- (b) the grant of any leasehold interest in a part of the Property of three years or less (or such longer lease term as Lender may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold),
- (c) sales or transfers of beneficial interests in Borrower provided such sales or transfers, together with any prior sales or transfers to beneficial interests in Borrower, but excluding sales or transfers under subparagraph (a) above, do not result in more than 49% of the beneficial interests in Borrower having been sold or transferred since commencement of amortization of the Note, or
- (d) sales or transfers of fixtures or any personal property pursuant to the immediate 9 hereof,

Lender may, at Lender's option declare all the sums secured by this instrument to be immediate due and payable and Lender may invoke any remedies permitted by this instrument.

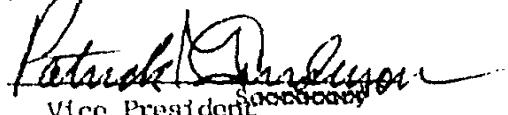
Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this instrument is acceptable; (3) interest will be payable on the sums secured by this instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this 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 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 instrument unless Lender releases Borrower in writing.

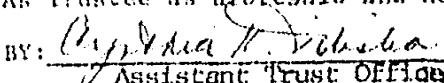
IN WITNESS WHEREOF, TRUSTEE has executed this Due-On-Transfer Rider.

IN WITNESS WHEREOF, COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR, not Personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst Trust Officer President and its Corporate Seal to be hereunto affixed and attested by its Vice President Secretary, this 22nd day of July, A.D., 1987.

ATTEST:


Patrick J. D'Andrea
Vice President

(CORPORATE SEAL)

COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR
as Trustee as aforesaid and not Personally
BY: 
Lydia T. Vebber
Assistant Trust Officer

SEE ATTACHED EXONERATION CLAUSE

UNOFFICIAL COPY

87445139

Property of Cook County Clerk's Office
87445139

COOK COUNTY RECORDER
#6769 # A * -B7-445139
TH1111 TRAN 5500 08/11/07 15:00:00
DEPT-01 RECORDING \$16.00

1800

But 25th
pp 347