

# UNOFFICIAL COPY

87452233

[Space Above This Line For Recording Data]

## MORTGAGE

246664-3

THIS MORTGAGE ("Security Instrument") is given on AUGUST 11  
1987 The mortgagor is SAMUEL L. BOGESS AND PATRICIA J. BOGESS, HUSBAND AND  
WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is  
4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
("Lender").

Borrower owes Lender the principal sum of  
**SIXTY FOUR THOUSAND EIGHT HUNDRED AND NO/100**

Dollars (U.S.) **64,800.00**). 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, 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 6 IN AHLBERG'S SUBDIVISION OF LOTS 2, 3, 4, 5, 6, 7, 10, 11, 14  
AND 15 IN BLOCK 8, IN MILLER'S IRVING PARK ADDITION IN SECTION 15,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

15<sup>00</sup>

13-15-219-012

13M010

DEPT - 1 RECORDING \$15.00  
104400 TRAN 1768 08/14/87 10-11-00  
BORGE, JR. 40-13-15-17-4162233  
COOK COUNTY RECORDER

which has the address of **4606 NORTH KEDVALE AVENUE**  
(Street)  
Illinois **60630** ("Property Address");  
(Zip Code)

CHICAGO  
(City)

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  
hereinafter 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.

# UNOFFICIAL COPY

ATTENTION: SHARON BARNS

CHICAGO, ILLINOIS 60641  
4901 WEST IRVING PARK ROAD  
LOAN ASSOCIATION OF ILLINOIS

BOX 130 RECORD AND RETURN TO:

SHARON BARNS CHICAGO, IL 60641

PREPARED BY:

My Commission expires: 7/1/88

Given under my hand and official seal, this

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

, personally known to me to be the same person(s) whose name(s) are

do hereby certify that **SAMUEL L. BOGESS AND PATRICIA J. BOGESS, HUSBAND AND**

, a Notary Public in and for said county and state,

1. **The Undersigned**

STATE OF ILLINOIS,

County ss: COOK

WIFE

do hereby certify that **SAMUEL L. BOGESS AND PATRICIA J. BOGESS, HUSBAND AND**

, a Notary Public in and for said county and state,

Borrower  
(Seal)

Borrower  
(Seal)

PATRICIA J. BOGESS/HIS WIFE -Borrower  
(Seal)

SAMUEL L. BOGESS  
(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING Below, Borrower accepts to the terms and conditions contained in this Security

Other(s) (Specify)

Graduated Payment Rider

Planned Unit Development Rider

condominium Rider

2-4 Family Rider

Adjustable Rate Rider

Open Payment Rider

Instrument (Check Applicable box(es))  
Instrument (Check Applicable box(es))

23. Riders to this Security Instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument (Check Applicable box(es))

22. Waiver of Homeestead. Borrower waives all right of homestead exemption in the Property.

Instrument without charge to Borrower. Borrower shall pay any instrument costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument (Check Applicable box(es))

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

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

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragaph 19, including,

this Security Instrument without limitation by law. Lender may require immediate payment in full of all sums secured by

before the date specified in the notice. Lender in its option may require the instrument to be paid in full or on or

extinction of a default or any other defauit further demand and may foreclose this Security Instrument by law.

Inform Borrower of the right to remit or accelerate. After acceleration and the right to assert in the notice proceeding the instrument by this Security Instrument shall be paid in full unless otherwise specified in the notice.

and (d) that failure to cure the defect or before the date specified in the notice may result in acceleration of the sums

and (e) a date, not less than 30 days from the date given to Borrower, by which the default must be cured;

unless applicable law provides otherwise. The notice shall specify: (a) the details; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17

unless applicable law provides otherwise). The notice shall specify: (a) the details; (b) the action required to cure the

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following Borrower's

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to either conversion and acceptance as follows:

NON-LIQUIDATING COVENANTS Borrower and Lender further covenant and agree as follows:

87452233

# UNOFFICIAL COPY

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 his 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.

# UNOFFICIAL COPY

federal, state or local date of this Security Instrument.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security instrument.  
17. Transfer of 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) to another person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by law.

13. **Confidentiality Laws: Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Notices. Any notice to Borrower shall be provided to the address set forth in the Note or in this Agreement, or by mailing it by first class mail unless otherwise applicable law requires otherwise. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice to Borrower shall be given by mail to Lender's address listed herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Section may be given in writing or by electronic communication, provided that such notice is given to Lender in accordance with the procedures set forth in this Agreement.

partially prepared segment without any preprogrammed stimulus during the preparation phase. In this Note, the effect of partial preparation will be examined by comparing the results obtained from two different experimental designs.

**12. Loanee's Contract.** If the loan secured by any security instrument is subject to a law which sets a maximum loan charge, and that law is finally interpreted so that this interpretation or other loan charges collected after to be collected in installments will exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; (b) if any such loan charge exceeds the permitted limits, then the Note or by making a direct payment to Borrower, it is refundable under the terms of the original note.

11. Successors and Assignees; Joint and Several Liability; Cofiducaries. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, and affect to the same extent as if they had been parties thereto.

10. Borrower's Note Relocated; Forbearance by Lender Not a Waiver. Extent of the amount of such payments shall not be a waiver of or preclude the exercise of any right or remedy by the Borrower's successors in interest. Any forbearance by this Security instrument by reason of any demand made payment of principal or accrued interest in full or in part at any time for any reason, including, without limitation of the sums accrued by this Security instrument granted by Lender to any successor in interest of Borrower, shall not be deemed to release the liability of the original Borrower or Lender to such payments.

11. Borrower's Note Relocated; Forbearance by Lender Not a Waiver. Extent of the amount of such payments shall not be a waiver of or preclude the exercise of any right or remedy by the Borrower's successors in interest. Any forbearance by this Security instrument granted by Lender to any successor in interest of Borrower, shall not be deemed to release the liability of the original Borrower or Lender to such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or accept a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is entitled to collect and apply the proceeds, either to repair or replacement of real property or to the same account as security instrument, whether or not due.

In this section, we examine the relationship between the total proceeds and the security features of the property. The results show that the total proceeds are positively correlated with the presence of a mortgage, the property type, and the location. The presence of a mortgage is positively correlated with the total proceeds, while the property type and location are negatively correlated.

Notwithstanding the foregoing, if the premium amounts required to minimize the insurance in effect during such time as is required pursuant to the terms of this provision exceed the amount of premiums paid by the insured during the period from the date of the occurrence of the loss to the date of payment of the claim, the insured shall pay the difference between the amount of premiums paid by the insured and the amount of premiums required to minimize the insurance in effect during such time as is required pursuant to the terms of this provision.

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

246664-3

THIS ADJUSTABLE RATE RIDER is made this 11<sup>TH</sup> day of AUGUST, 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 THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4606 NORTH KEDVALE AVENUE, CHICAGO, ILLINOIS 60630

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.**

Additional Covenants. In addition to the covenants and agreements made in the Security Instruments, 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 8.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Date:

The interest rate I will pay may change on the first day of SEPTEMBER, 19 90, 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:

Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the Federal Home Loan Bank Board.

Weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 year(s), 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

##### TWO AND THREE FOURTHS

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750% percentage points (2.750%) 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; provided, however, that the interest rate shall never be changed by more than 2.000% from the interest rate which was in effect immediately prior to such change and provided further that the interest rate payable at any time during the term of this loan shall never be higher than 13.750% or lower than 8.750%.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal 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 will be the new amount of my monthly payment.

##### (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.

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

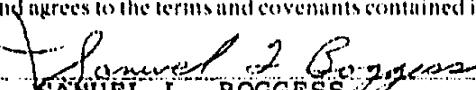
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

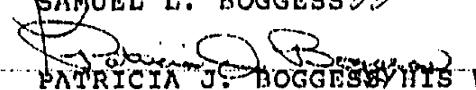
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

  
SAMUEL L. BOGGESSION

(Signed)  
(Borrower)

  
PATRICIA J. BOGGESSION HIS WIFE

(Signed)  
(Borrower)

