

# UNOFFICIAL COPY

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## MORTGAGE

247167-1

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 16  
1987 The mortgagor is GLENNA D. ASHMORE, DIV. NOT REMARR.

("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  
Borrower owes Lender the principal sum of  
THIRTY FIVE THOUSAND AND NO/100

("Lender").

Dollars (U.S.S) 35,000.00). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not  
paid earlier, due and payable on OCTOBER 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:  
THE WEST 17 FEET OF LOT 21 AND THE EAST 16 FEET OF LOT 22 IN BLOCK  
1 IN JOHN CULVER'S ADDITION TO EVANSTON, IN THE EAST 1/2 OF THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH,  
RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

87522010

1500

10-13-105-037

DEPT-C1 RECORDED \$15.00  
TENURE TRIM-100 09/24/87 19-44-00  
FILE # 4-167-532010  
COOK COUNTY RECORDER

which has the address of 1907 FOSTER STREET  
(Street)

EVANSTON  
(City)

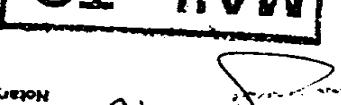
Illinois 60201 ("Property Address")  
(Zip Code)

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

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

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

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<p style="text-align: right;">MAIL TO:</p> <p style="text-align: right;">BOX 760</p> <p style="text-align: right;">AND</p>	<p style="text-align: left;">RECD</p> <p style="text-align: left;">THE TALMAN HOME FEDERAL SAVINGS LOAN ASSOCIATION OF ILLINOIS</p> <p style="text-align: left;">4454 DEMESSTERE RD. ILLOIUS 60014</p> <p style="text-align: left;">RECORD AND RETURN TO:</p> <p style="text-align: left;">RECD</p>
	
<p><b>"OFFICIAL SEAL"</b></p> <p>My Commission expires: <b>July 13/87</b></p> <p>Notary Public <b>PLAINS, IL 60016</b></p> <p>Notary Public <b>NANCY GUSTIN</b></p> <p>PREPARED BY: <b>PLAINS, IL 60016</b></p> <p>Given under my hand and official seal, this day of <b>July</b>, in the year <b>1987</b>.</p>	

- personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he /she signed and delivered the said instrument as HIS/HER free and voluntary act, for the uses and purposes herein

I, Jam. B. Barnes, a Notary Public in and for said county and state,

County ass:

STATE OF ILLINOIS,

ILLINOIS BOOK JOURNAL

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-Bartow  
—(Seal)

-Gordon  
—(Seal)

Bonner  
(Seal)

*REMARKS*  
GLENNA D. ASHMORE/DIV. NOT  
-SOMMER  
(See)

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

- 2-4 Family Rider       Condominium Rider       Graduated Beginner Rider       Planned Unit Development Rider  
 Graduated Beginner Rider       Condominium Rider       Graduated Beginner Rider       Other(s) [specify] \_\_\_\_\_

22. **Waiver of Homeless**, Borrower waives all right of homesteaded exemption in the Property.

23. **Rights to This Security Instrument**. If one or more trustees are succeeded by Borrower and recorded together with this Security Instrument, the survivors and successors of each such trustee shall be incorporated into and shall amend and supplement this instrument, the convenants and agreements of each instrument as if the predecessor(s) were a part of 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 prior to the expiration of any period of redemption following judgment, Lender (in person, by agent or by judgment) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on bonds and crossable options, fees, and then to the sums secured by this Security Instrument.  
 21. **Release.** Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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If Lender's right to reinstate shall not apply in the case of acceleration under Paragraph 13 or 17, however, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Lender to pay the sum secured by this Security Instrument shall take action as Lender may reasonably require to assure that the term of this Security Instrument is not violated. Lender may reasonably require sale of the security instrument to Lender's agent or attorney-in-fact for damages, or to Lender's agent or attorney-in-fact for collection of the security instrument.

18. Borrower's Right to Remitiate. If Borrower makes certain conditions for the period as applicable law may specify for reinstatement of this Security Instrument certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument, including, but not limited to, reasonable attorney fees, and (d) takes action as Lender may occur under all sums which then would be due under this Security Instrument and the Note had no acceleration (a) pays all expenses incurred in enforcing this Security Instrument; or (b) entitles to a judgment of a court of competent jurisdiction that those conditions are later Borrower's responsibility for the sale of the security instrument.

19. Lender's exercise of any other rights under this Security Instrument prior to the expiration of this period, Lender may invoke any general law as of the date of this Security Instrument. If Borrower fails to pay all sums secured by this Security Instrument, Lender shall give Borrower notice of demand on Borrower.

20. Transfer of the Note and the security instrument or any other rights under this Security Instrument to another person, Lender shall give Borrower notice of acceleration of the Note and the security instrument or any other rights under this Security Instrument.

21. Transfer of the Note and the security instrument to another person, Lender shall give Borrower notice of demand on Borrower.

22. Transfer of the Note and the security instrument to another person, Lender shall give Borrower notice of demand on Borrower.

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44. Transfer of the Note and the security instrument to another person, Lender shall give Borrower notice of demand on Borrower.

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## ADJUSTABLE RATE RIDER

247267

THIS ADJUSTABLE RATE RIDER is made this 16TH day of SEPTEMBER, 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, by the undersigned, the Borrower, 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:

1907 FOSTER STREET, EVANSTON, ILLINOIS 60201

[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 9.250 %. 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 OCTOBER 19 90 and on that day every 36 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 years), as made available by the Federal Reserve Board.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

##### TWO AND THREE FOURTHS

Before each Change Date, the Note Holder will calculate my new interest rate by adding .2750 percentage points (.2750 %) 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 2.00 % 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 14.250 % or lower than 9.250 %.

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.

  
GLENNA D. ASHMORE/DIV. NOT REMARR.

(Seal)  
Borrower

(Seal)  
Borrower

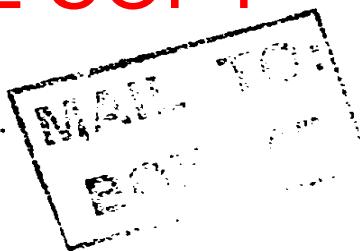
8/25/2010

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RECORD AND RETURN TO:

THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
2454 DEMPSTER  
DES PLAINES, ILLINOIS 60016

ATTENTION: NANCY GIUSTINO



Property of Cook County Clerk's Office