

# UNOFFICIAL COPY

87542334

BOX 305

This instrument prepared by  
and should be returned to:  
**Pamela D. Johnson**  
The First National Bank of Chicago  
One First National Plaza  
Suite 0049  
Chicago, Illinois 60670-0049

[Space Above This Line for Recording Data]

## MORTGAGE

74293-7

THIS MORTGAGE ("Security Instrument") is given on ..... September 24, 1987.  
The mortgagor is ... **Saeed I. Rihani**, and .....  
... **Nadia A. Rihani**, married to each other ..... ("Borrower").

This Security Instrument is given to ..... THE FIRST NATIONAL BANK OF CHICAGO ..... which is organized and existing under the laws of ..... THE UNITED STATES OF AMERICA ..... and whose address is ..... ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670 ..... ("Lender"). Borrower owes Lender the principal sum of ..... **FIFTY-EIGHT THOUSAND THREE HUNDRED AND NO/100** ..... Dollars (U.S. \$ ..... 58,300.00). 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 01, 201.... 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 19 IN BLOCK 5 IN MITCHELL'S ADDITION TO CLARKDALE, BEING A  
SUBDIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION  
35, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

DEPT-01 RECORDING \$15.00  
T#0222 TRAN 634B 10/06/87 09:21:00  
#3637 # 10 - 87-542334  
COOK COUNTY RECORDER

which has the address of ... **3545 W. 83rd Place** ..... , Chicago .....  
(Street) (City)

Illinois ... **60652** ..... ("Property Address"); REAL ESTATE TAX ID **10-000000000000000000**

15.00  
GRAD un

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurte-  
nances, 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 fore-  
going is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any en-  
cumbrances 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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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded 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 prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

**15. Governing Law; 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.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.



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## ADJUSTABLE RATE RIDER TO MORTGAGE

This ADJUSTABLE RATE RIDER TO MORTGAGE is made this 24<sup>th</sup> day of September, 1987 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

3545 W. 83rd Place, Chicago, IL 60652

(Property Address)

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

The Note provides for an initial interest rate of 9.250 % and a first Change Date of January 01, 19 93. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

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

#### (A) General.

The interest rate I pay will change based on movements of the Index (described in Section 4(C)) and rate change limitations (described in Section 4(E)).

#### (B) Change Dates.

The interest rate I pay may change on the first Change Date and on every January 1 and July 1 thereafter. Each day on which my interest rate could change is called a "Change Date". Since interest is collected in arrears, the amount of my monthly payment may change on each February 1 and August 1 after the first Change Date.

#### (C) The Index.

Beginning with the first Change Date, my interest rate will be based on an Index. Although the Index value on the first Change Date cannot be predicted, the Index value for the month of August, 19 87 was 7.020 %.

The "Index" is the monthly average yield, expressed as a percent per annum, for six month certificates of deposit (CDs) traded in the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be based on the most recent Index available at the end of the month preceding the Change Date. If the Index is no longer available, the Note Holder will choose a new index and will give me notice of this choice.

#### (D) Calculation of Changes.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.6 percentage points to the Index. The Note Holder will then apply the limits in Section 4(E). The result will be my new interest rate until the next Change Date.

With each interest rate change, the Note Holder will determine the new amount of the monthly payment necessary to repay my loan in substantially equal payments by the maturity date. I will be notified of each change in my interest rate and loan payment in accordance with Section 4(G).

#### (E) Limits on Interest Rate Changes.

On the first Change Date, the interest rate will not increase or decrease from the initial rate set forth in Section 2 by more than 4.000 percentage points. On any Change Date after the first Change Date, the interest rate will not increase or decrease from the rate in effect by more than one (1) percentage point or by less than one-tenth of one (0.10) percentage point.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 8.751 percentage points.

#### (F) 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 on the first monthly payment date after each Change Date until the amount of my monthly payment changes again.

#### (I) Notice of Changes.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment. This note will include all information required by law."

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

\_\_\_\_\_  
Saad Y. Rihani [Seal]  
  
\_\_\_\_\_  
Nadine A. Rihani [Seal]  
\_\_\_\_\_  
[Seal]  
\_\_\_\_\_  
[Seal]  
\_\_\_\_\_  
[Seal]  
\_\_\_\_\_  
[Seal]

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RECEIVED - COOK COUNTY CLERK'S OFFICE - CHICAGO, ILLINOIS

RECORDED IN THE COOK COUNTY CLERK'S OFFICE AS AN UNOFFICIAL COPY  
OF THE DOCUMENTS REFERRED TO IN THE ATTACHED INDEX.

RECORDED ON JUNE 22, 1965, AT PAGE 1 OF INDEX.

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RECORDED ON JUNE 22, 1965, AT PAGE 2 OF INDEX.

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44-35293

Property of Cook County Clerk's Office

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6 7 8 4 2 3 3 4

Approved: 11/19  
Reviewed: 11/19  
Initials: [initials]

RECEIVED - VITI PUBLICATIONS

for release  
under FOIA

Property of Cook County Clerk's Office

AB245394

74293-7 P.D.J

**UNOFFICIAL COPY**Borrower  
[Seal]Borrower  
[Seal]Borrower  
[Seal]Borrower  
[Seal]

Natalie A. Rithant

Saddi I. Rithant

By signing this ADJUSTABLE RATE RIDER TO MORTGAGE, Borrower agrees to all the terms hereof.

This note will include all information required by law.

The Note Holder will mail me a notice of any rate change at least 25 days before there is a change in my monthly payment.

## (a) Notice of Change.

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment on the next monthly payment date after each Change Date until the amount of my monthly payment changes again.

## (f) Effective Date of Changes.

During the life of the loan, the interest rate will not increase from the initial rate set forth in Section 2 by more than 1.75% per annum points.

On the first Change Date, the interest rate will decrease or increase by one (1) percentage point or less than one-tenth of one (0.10) percentage point.

## (e) Limits on Interest Rate Changes.

With each interest rate change, the Note Holder will determine the amount of the monthly payment necessary to repay my loan in subsequent equal payments with Section 4(G).

The Note Holder will then apply the limits in Section 4(E). The new rate will be my new interest rate until the next Change Date.

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.5 percentage points to the index.

## (d) Calculation of Changes.

The Note Holder will choose a new index and will give me notice of this choice.

Based on the most recent index available at the end of the month preceding the Change Date, if the index is no longer available, based on the secondary market, as published in the Federal Reserve's statistical release H-15 and the Federal Reserve Bulletin and as available from the Lender and the Federal Reserve Bank of Chicago. The new rate for each six month period will be traded in the secondary market, as a percent per annum, for six month certificates of deposit (CDs).

Beginning with the first Change Date, my interest rate will be based on an index. Although the index value on the first Change Date cannot be predicted, the index value for the month of August, 1967, was 7.50 %.

## (c) Term.

The interest rate could change on the first Change Date and August 1, after the first Change Date.

which my interest rate could change on every January 1 and July 1 thereafter. Each day on payment may change on each first, July 1 and August 1, after the first Change Date.

## (b) Changes.

The interest rate will change based on movements of the index (described in Section 4(C)) and rate change limits.

## (a) General.

"**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**"

Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

The Note provides for an initial interest rate of 9.250 % and a first Change Date of January 01 1963. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

This Adjustable Rate Rider to Mortgage is made this 24th day of September, 1967 and is incorporated into and shall be deemed to amend and supplement the mortgage of the same date ("Mortgage") given by the undersigned ("Borrower") to secure the Borrower's Adjustable Rate Note ("Note") to The First National Bank of Chicago ("Lender") of the same date and covering the property described in the Mortgage and located at:

(Property Address)

3545 W. 83rd Place, Chicago, IL 60652

**ADJUSTABLE RATE RIDER TO MORTGAGE**

The First National Bank of Chicago



8 7 5 4 2 3 3 4