

# UNOFFICIAL COPY

87420096

87550340

DEPT-01 \$16.00  
T#0003 TRAN 4641 07/30/87 14:40:00  
43457 C \*\*87-420096  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]  
THIS DOCUMENT IS BEING RE-RECORDED DUE TO A CHANGE IN THE CHANGE DATE, WHICH HAS BEEN CHANGED.  
Loan # 582719-1

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 23rd  
19 87 The mortgagor is

THOMAS Q. KLARITSCH and TERESA KLARITSCH, HIS WIFE

("Borrower"). This Security Instrument is given to GOLDOME REALTY CREDIT CORP.

A MARYLAND CORPORATION which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is  
1 FOUNTAIN PLAZA, BUFFALO, NEW YORK 14203 ("Lender").

Borrower owes Lender the principal sum of Sixty-four thousand four hundred and NO/100 - - -

Dollars (U.S. \$ 64,400.00) 1. 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 August 15, 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 HANOVER PARK, COOK

County, Illinois:

87-420096

Lot 14 in Block 7 in Hanover Highlands a Subdivision of the South half of the Northwest fractional quarter and the North 49 acres of the Southwest fractional quarter of Section 31, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof, recorded May 10, 1962, as Document No. 18471876 in Cook County, Illinois.

11025  
JF-1-6/ 46099 87550340 P - REC 16.00

16.00

PIN # 07-31-308-014 FAO AD  
which has the address of 1410 INDIAN HILL AVENUE  
[Street]  
Illinois 60103 ("Property Address");  
[Zip Code]

HANOVER PARK  
(City)

87550340

-87-420096

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

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

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

ILLINOIS—Single Family—FNMA/FHLMC MORTGAGE INSTRUMENT

VMP - 6 (IL)

VMP MORTGAGE FORMS • (313) 782-4700 • (800) 521-7291

\$18.00

Form 3014 12/83

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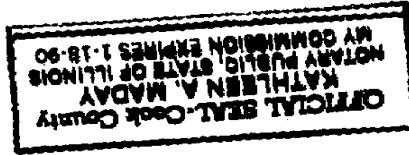
RECORDS AND RETURN TO:  
GOLDENGE REALTY CREDIT CORP.  
1375 E. WOODFIELD ROAD, SUITE 550  
SCHAUMBURG, ILLINOIS 60173-5422

GIVEN under my hand and official seal this  
23rd day of July 1987.

• Notary Publics in Asia had said country and state, I.

County ss:

**STATE OF ILLINOIS,**



-Borrower  
—(Seal)

-Borrower  
—(Seal)

BROWNS  
—(Sect.)—

Borrower  
—  
(Seal)

Grandparented Participants Rider       Planned Unit Development Rider

www.Quesar.com

Other(s) [Specify] □

Grandparent Rider

**Adjustable**

Instrument. [Check applicable box(es)]

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

21. Releasee, Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower; Borrower shall pay any recording costs.

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Letter in Possession. Upon service of any process, the defendant shall be entitled to enter upon, take possession of and manage the property and to collect the rents of

describes the time frame specified in the relevant section of the Securities Act or the rules and regulations promulgated by the Commission pursuant to the Securities Act.

unless otherwise provided by law; (c) a date less than 30 days from the notice date; (d) the notice must be given to the provider by the date on which the default must be cured; and (e) the notice must be given before the date specified in the notice may result in acceleration of the sums due.

NON-UNIFORM COVARIANTS BOTTWER AND LINDNER TUNING COVARIANCE AND APPROXIMATIONS

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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 owing payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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.

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remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Remedy.** 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) after Borrower has given notice of a default under this Security Instrument; or (b) entry of a judgment enjoining performance of this Security Instrument. Those conditions are that Borrower pays Lender all sums which he or she due under this Security Instrument and the Note had no acceleration accrued; (a) pays any other amounts or expenses of any kind due under this Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument; (c) pays all expenses incurred in defending this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall continue unchallenged. Upon reforever's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred, however, this Security Instrument and the obligations secured hereby shall not apply in the case of acceleration under Paragraphs 13 or 17.

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

Secured by this Security Instrument, 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 general law as of the date of this Security Instrument.

Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision or clause of this Note conflicts with applicable law, such conflict shall not affect other provisions of this Note except to the extent necessary to make it conform to such law. The parties hereto agree that the Note can be given effect throughout the conflicting provision. To the extent that any provision of this Note conflicts with the provisions of this Note, the instrument or the Note which can be given effect without the conflicting provision.

15. **Confidentiality Law:** Secrecy instruments shall be governed by the law of the state in which they are executed.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice shall be delivered in writing to the address Borrower designates by notice to Lender. Any notice to Lender shall be given by telephone or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by telephone or any other address Borrower designates by notice to Lender.

<sup>13.</sup> *Licensing Lenders' Rights*. If an acquirer of a portfolio of loans takes over the assets and liabilities of a lender, the acquirer may be entitled to the lender's rights under the Note.

11. Successors and Severance. 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 shall be liable to Lender and Borrower and responsible for the amounts due under this Security Instrument shall be liable to Lender and Borrower for the amounts due under this Security Instrument.

payable until otherwise modified, amortization of the sums secured by Lender's Security Instruments by reason of any demand made by the original Borrower or Borrower's successors in interest. Any holder of Lender's Security Instruments may exercise any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend until postpone the date of the monthly payments referred to in paragraphs 1 and 2 or charge the amount of such payments modelicitation of Borrower's Note a Waller. Extension of the time for payment of the sums secured by this Security instrument granted by Lender to any successor in interest or trustee or receiver to collect sums due under note or certificate to release the liability of the original Borrower's successors in interest for the time remaining on the note or certificate.

In the event of a property's abandonment or forfeiture, or in the notice of forfeiture, the condemned owner will be given 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, either to restoration or repair of the property or to the sums secured by this Security Instrument, whether or not then due.

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, the proceeds shall be applied to the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the insurance terminates or is converted by the loan security instrument. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the insurance terminates or is converted by the loan security instrument. Insurance premiums in accordance with the terms of the policy will be paid by the Borrower to the insurance company.

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of July 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 GOLDOME REALTY CREDIT CORP.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1410 INDIAN HILL AVENUE, HANOVER PARK, ILLINOIS 60103  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of October September 19 88, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date." *TK*

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly 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.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and three quarters 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.000 % or less than 6.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 13.000 %.

#### (E) 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.

#### (F) 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.

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Property  
Book  
County Clerk's Office

\_\_\_\_\_  
-Borrower  
(Seal)  
\_\_\_\_\_  
-Borrower  
(Seal)  
\_\_\_\_\_  
THOMAS Q. KLAUTSCHE -Borrower  
(Seal)  
\_\_\_\_\_  
THOMAS Q. KLAUTSCHE -Borrower  
(Seal)  
\_\_\_\_\_  
THERESA KLAUTSCHE, HIS WIFE -Borrower  
(Seal)

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

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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.