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COOK COUNTY, ILLINOIS
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1987 OCT 20 AM 10:48

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[Space Above This Line For Recording Date]

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on 1987 OCT 20 by JOHN J. HANLEY ("Borrower"). This Security Instrument is given to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ELGIN, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is 28 North Grove Avenue — Elgin, Illinois 60120 ("Lender").
Borrower owes Lender the principal sum of Dollars (U.S. \$). 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 1992 NOV 01. 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:

Unit Number 12 in the Ethan Allen Terrace Condominium as delineated on the survey of the following described parcel of real estate:
Lot 1 in Ethan Allen Terrace, being a resubdivision of Lot 2 in Block 4, Lots 1 and 2 in Block 5, Lots 1 and 2 in Block 6, and Lot 1 in Block 7, in Miner's Addition to the Town of Dunton, being a subdivision of the North $\frac{1}{4}$ of the South East $\frac{1}{4}$ of the South East $\frac{1}{4}$ of Section 30, Township 42 North, Range 11 East of the Third Principal Meridian; which survey is attached as exhibit "A" to the Declaration of Condominium recorded May 1, 1984 as document 27066584 together with its undivided percentage interest in the common elements.

PIN # 03-30-418-052-1018

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Cook County Clerk's Office

which has the address of 417 W MILLER ST #12 VALUATION 100,000.00
Illinois 03065 (City)
(Zip Code) ("Property Address");

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.

Mail to First Federal Savings and Loan Elgin

28 N. Grove Avenue

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Elgin, IL 60120 BOX 333-CC

Form 3014 12/83
60713 SAF SYSTEMS AND FORMS
CHICAGO, IL

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4471
This instrument was prepared by
Vince F. Lillie, Esq., 60120

Notary Public

.....(SEAL)

My Commission Expires: July 9, 1999

Witness my hand and official seal this day of 1992

(he, she, they)

..... Chey executed said instrument for the purposes and uses herein set forth.
(his, her, their)

have executed same, and acknowledge said instrument to be true, free and voluntary act and deed and that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
Richard E. Clascamio, and MacLean Giacomo, And wife, La. Justice, respectively appalled
I, witness, a Notary Public in and for said county and state, do hereby certify that

COUNTY OF Kane }
STATE OF Illinois }
{ SS:

[Space below this line for Acknowledgment]

NATALIE GIACONIO
(Seal)

Borrower
(Seal)

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

- Graduate, Payment Rider Planned Unit Development Rider
 Adjustable Rate Rider condominium Rider Family Rider

Instrument. [Check applicable box(es)]

Supplements, documents and agreements of this Security instrument as if the rider(s) were a part of this Security
this Security instrument, the documents and agreements of each such rider shall be incorporated into and shall amend and
23. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with
this Security instrument, the documents and agreements of each such rider shall be incorporated into and shall amend and
supplements to this Security instrument. It is agreed that the rider(s) shall pay any recording costs.

22. Waiver of Homeowner. Borrower waives all right of homestead exemption in the property.

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

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
recorder's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.

costs of management of the Property and collection of rents, including, but not limited to, recorder's fees, premiums on
the Property including those past due. Any rents collected by Lender or the recorder shall be applied first to paymen-

the Property recordable recouper shall be entitled to collect upon take possession following judicial sale. Lender (in person, by agent or by judiciable
prior to the expiration of any period of recordation following paragraph 19 or abandonment of the Property) and at any time
20. Lender in Possession. Upon collection of the sum specified in paragraph 19 or abandonment of the Property but not limited to, reasonable attorney fees and costs of title defense.

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

this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by
existing or a default or any other defense of Borrower to accelerate and foreclose. If the foreclosure proceeds
imform Borrower of the right to request after acceleration and the right to assert in the foreclosure proceedings the non-

secured by this Security instrument, foreclose by judicial proceeding and sale of the Property. The notice shall further
and (d) that failure to cure the defect specified in the notice may result in acceleration of the sums
default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the action required to cure the
unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration paragraphs 13 and 17

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

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UNIFORM COVENANTS, BORROWER AND LENDER AGREE AS FOLLOWS:

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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 amount 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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18. Borrower's Right to Remedies. If Borrower meets certain conditions, Borrower shall have the right to have remedied all sums secured by this Security Instrument without notice or demand on Borrower; (a) application of funds held in escrow for closing costs or other expenses of the transaction; (b) sale of the property pursuant to any power of sale contained in this security instrument; or (c) entry of a judgment enjoining Borrower from commencing, prosecuting, or defending any action, suit, proceeding, or cause of action against the property or Borrower.

Secured by law as of the date of this Security Instrument, this option shall not be exercisable to terminate or renew the lease.

16. Borrower's Copy. Borrower shall be given one copy of this Security Instrument.

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 of this Security Instrument or the Note conflicts with applicable law, to the extent such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, the Note shall remain in full force and effect.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in person or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the mailing address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Proprietary Address listed herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be directed to the Security Instrument itself or to the address provided for in this Security Instrument.

13. Legislation Affecting Leaders' Rights. If enactment of application of applicable laws has the effect of permitting immoderate paymen in full or all sums accrued by this Society instruments and may invoke any remedies may render any provision of this Note or this Society instruments unconstitutional according to its terms, Leader shall take such steps specified in the second paragraph of this option.

12. **Loan Charges.** If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law: (a) finally interprets so that the user of or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (c) any sums already collected from Borrower under the Note or by making a direct payment to Borrower. If a note reduces principal, the reduction will be treated as a pretermitted limit within the meaning of the Note.

11. Successors and Assignees; Joint and Several Liability; Co-Signers. The co-contractants and agreeements of this Security instrument shall bind all co-contractants and assignees of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's co-contractants and assignments shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable to the successors and assigns of Lender and Borrower, except to the extent of partial sums secured by this Security instrument under the terms of this Security instrument: (a) is not personally liable to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this Security instrument under the terms of this Security instrument: (b) is not personally liable to pay the sums secured by this Security instrument under the terms of this Security instrument; and (d) is not personally liable to pay the sums secured by this Security instrument under the terms of this Security instrument.

10 To the sums secured by this Security instrument, whether or not due,
unless secured by another instrument of payment, any application of proceeds to principal shall not exceed 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 Notes Reissued; Redemption Note & Waiver. Extension of the time for payment of
modifications of an otherwise valid note or instrument of security by Lender to any successor in
interests of Borrower shall not operate to release the liability of the original Borrower or
Lender shall not be liable to his Securitry Instrument granted by Lender to any successor in
the original Borrower's successions in interest in the original Borrower's successions in
any form or manner.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offers to paid to Borrower:

In the event of a total taking of the Project, 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 Project, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower otherwise agreeable in writing. The sums secured by this Security instrument shall be reduced immediately by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by the Project before the taking, divided by (b) the fair market value of the Project before the taking.

If Lender shall pay the premium required to maintain the insurance in making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the reallocation for the insurance premium is made.

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ADJUSTABLE RATE RIDER 3-5-6
(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 2..... day of October....., 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 First Federal Savings and Loan Association of Elgin....., 28 N. Grove, Elgin, Illinois..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.....417 W. Miner St. #12.....Arlington Heights, Illinois 60005.....
[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 9.000.....%. 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 November 1....., 19 88..., and on that day every 12th 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 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 adding2.750..... 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%). 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 8.000.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.000.....%.

(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.

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Property of Cook County Clerk's Office

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 and the transferee to sign an assumption agreement that is acceptable to Borrower will continue to be obligated under the Note and this Security instrument made in the Note and in this Note. Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument. Borrower will receive the transfer of 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 to the terms and conditions contained in this Adjustable Rate Rider.

[Handwritten signatures over the signature line]

Attest: *[Signature]* *[Signature]*
Borrower
(Seal) *[Signature]*

Natalie Giacomin
Borrower
(Seal) *[Signature]*