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COOK COUNTY, ILLINOIS
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1987 OCT 27 AM 11:39

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MORTGAGE

247495-6

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 20
1987 The mortgagor is MICHAEL NOVAK AND CATHERINE NOVAK, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
4242 NORTH HARLEM
NORRIDGE, ILLINOIS 60634
Borrower owes Lender the principal sum of
NINETY EIGHT THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S.) 98,400.00). 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 NOVEMBER 1, 2017. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:
LOT 213 IN TIMBERS EDGE 11B, BEING A SUBDIVISION OF PART OF THE
NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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27-34-212-018

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which has the address of 17618 OAKWOOD DRIVE
(Street)

TINLEY PARK
(City)

Illinois 60477 ("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 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.

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ATTENTION: SHIRLEY ORR
LOSSMOOR, ILLINOIS 60422
3309 VOLLMER ROAD
LOAN ASSOCIATION OF ILLINOIS
THE LAMAN HOME FEDERAL SAVINGS AND
BOX 130 C.C. RECORD AND RETURN TO:
SHIRLEY ORR Notary Public, State of Illinois
LOSSMOOR, IL 60422 My Commission Expires Nov 20, 1989
PREPARED BY: Robert Ganzales
OFFICIAL Seal
My Commission expires
Notary Public

Given under my hand and official seal, this 20th day of Oct, 1987

set forth.

signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **The Y**
, personally known to me to be the same person(s) whose name(s) **ARE**

do hereby certify that MICHAEL NOVAR AND CATHERINE NOVAR, HUSBAND AND WIFE
, a Notary Public in and for said county and state,

County ss: Illinois

STATE OF ILLINOIS,

Borrower
(Seal)

Borrower
(Seal)

CATHERINE NOVAR/HIS WIFE
XXXX
MICHAEL NOVAR
XXXX
Micahel Novar

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

Other(s) [specify] _____
 Graduated Payment Rider
 Planned Unit Development Rider
 2-4 Family Rider
 Adjustable Rate Rider
 Condominium Rider

Instrument (Check applicable box(es))
Supplemental Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each security instrument as if the rider(s) were a part of this Security
Instrument. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
Instrument to the Borrower. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the property past due, including, but not limited to, receiver's premiums on
the property including those rents collected by Lender or the receiver shall be applied first to collect the rents of
appportioned received to center upon, take possession of and manage the property and to collect the rents of
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judge) shall
prior to the expiration of any period of redemption following judicial sale, Lender shall be entitled to collect the rents of
but not limited to reasonable attorney fees and costs of title evidence.
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 of all sums secured by
this Security instrument to remit to the Borrower to accelerate the right to assert in the foreclosure proceeding
and (d) that failure to cure the notice given to the Borrower, by which the default must be cured;
secured by this Security instrument, foreclosure proceedings and sale of the property. The notice shall further
inform Borrower of the right to remit after acceleration and the date of the notice may result in acceleration of the sums
and (c) a notice given to the Borrower prior to the date of the notice is given to the Borrower, by which the default must be cured;
unless a applicable law provides otherwise. The notice shall specify: (a) the action required to cure the
breach of any covenant or agreement in this Security instrument (but prior to acceleration under paragraphs 13 and 17
19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating following Borrower's

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

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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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(ବାଦ)

CATHERINE NOVAK/HIS WIFE

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

(ii) Lender exercises the option to require immediate payment in full, lender shall give Borrower notice of acceleration, the no-
ice 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 in-
voke any remedies permitted by this Security instrument without further notice or demand on Borrower.

be obligaeed under this Note and this Security Instrument unless Lender releases Borrower in writing.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan.

intended transferee as if it were being made to the transferee; and (b) Lender reasonably determines that Lender's security interest 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 substantially reduced.

also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the effectiveness of general law as of the date of this Note; (b) instruments, Lender

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower, or if all or any part of the Property or 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, 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,

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

The Note Holder will deliver or mail to me a notice of any changes in my interests and the amount of my monthly payments before the effective date of any change. The notice will include information required by law to be given me and also the little and little phone number of a person who will answer any question I may have regarding the notice.

(E) Notice of Changes
on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

(D) Effective Date of Changes
of this calculation will be the new amount of my monthly payment.
My new interest rate will become effective on each Change Date I will pay it; amount of my new monthly payment begins immediately.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal if an expected to owe at the Change Date in full on the maturity date at my regular rate in substantially equal payments. The result of such change and principal repayment will then be determined under the terms of this loan shall never be higher than 13.75% or lower than 7.5%.

Before Points (2.75%) to the Note Holder will calculate the new interest rate by adding 2.75% to the Current Index. This rounded the result of this addition to the nearest one-eighth of one percentage point (0.125%). The Note holder will never be charged by more than 2.75% from the interest rate which was in effect immediately prior to the date of this change.

(C) Calculation of Changes
give me notice of this choice.

made available by the Federal Reserve Board.

General National costs of FSLIC-insured Savings and Loan Associations, as made available by the Federal Home Loan Board.

Quarrelly National costs of FSLIC-insured Savings and Loan Associations, as made available by the Federal Home Loan Board.

(B) The Index Beginning with the First Change Date, my interest rate will be based on an index. The "index" is the:

36 The interest rate I will pay may change on the first day of NOVEMBER 19 90 and on that day eve
37 (A) Change Dates

4. INTERESTS, GATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.75%. The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST RATE AND UNION BANKING INSTITUTIONS

Additonal Covenants. In addition to the covenants and agreements made in the Security Instruments, Borrower and Lender further covenant and agree as follows:

THE NOTICE CONTAINS ALLOWING PROVISIONS FOR CHANGES IN THE INTEREST RATE BORROWERS PAYMENTS WILL BE HIGHER, IF THE INTEREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE LOWER.

1618 OAKWOOD DRIVE, TINLEY PARK, ILLINOIS 60481
[Proprietor's address]

ADJUSTABLE RATE RIDER

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RECORD AND RETURN TO:
BOX 130
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
3309 VOLLMER ROAD
FLOSSMOOR, ILLINOIS 60422

ATTENTION: SHIRLEY ORR

Property of Cook County Clerk's Office

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