

25  
② b7c  
**UNOFFICIAL COPY**

57602313

87602313

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1987 NOV -9 PM 1:59

87602313

Loan # 0010001965

[Space Above This Line For Recording Data]

\$16.00

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 6  
1987. The mortgagor is CARY Y. PETERS, AND SHERIN E. PETERS, HIS WIFE  
("Borrower"). This Security Instrument is given to  
FIRST FAMILY MORTGAGE COMPANY, INC., which is organized and existing  
under the laws of ILLINOIS, and whose address is  
2900 E. OGDEN AV., LISLE, IL 60532 ("Lender").  
Borrower owes Lender the principal sum of ONE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED & 00/100  
Dollars (U.S. \$ 117,600.00). 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 DECEMBER 1st, 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:

~~LOTS 9 AND 10 IN BLOCK 3 IN WARRELL'S SUBDIVISION OF THE SOUTH 20 ACRES OF THE  
NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

~~LOTS 9 AND 10 IN BLOCK 3 IN WARRELL'S SUBDIVISION OF THE SOUTH 20 ACRES OF THE  
NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.~~

87602313

TAX I.D. NO. # 10 34 212 027 AND 10 34 212 028 **lot 9** **lot 10** **BCd ah**  
which has the address of 7030 NORTH KARLOV **lincolnwood**  
Illinois 60646 **(Property Address)**; **(City)**  
[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.

# UNOFFICIAL COPY

FIRST PRIVATE MORTGAGE COMPANY, INC.  
2900 GEORGE AVENUE  
LITTLETON, COLORADO 80120

2509 SOUTHERN AVENUE  
FONDA, IOWA 50627

**RECORD AND RETURN**

BOX 333-CC

THE COMMUNIST

PREPARED BY:

88/28/9

### MY COMMISSION EXPERTS:

• L.S.T. • NOV - 1987

GIVEN UNDER MY HAND AND OF FICIA SENS, THE

SOPHISTIC

• [View Details](#) | [Edit](#) | [Delete](#)

CHRY V. HETZES ..... Borden  
SHEGIN E. HETZES ..... Borden  
SHEGIN E. HETZES ..... Borden  
(SAC) ..... Borden

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

- Adjustable Rate Rider
- Condominium Rider
- Life Rider
- Other(s) [Specify] \_\_\_\_\_

22. WHETHER OF Homestead, Distrivwer waives all right of homestead creation in the property.  
23. What rights to this Security Interest does the creditor have if more rights are exercised by the debtor with  
this Security Interest than the creditors and agreements of each Security Interest as if the creditor(s) were a part of this Security  
Supplement the Creditors and agreements of each Security Interest shall be incorporated into and shall amend and  
supplement the Creditors and agreements of each Security Interest as if the creditor(s) were a part of this Security

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

22. Lender's right to possession. Upon acceleration under Paragraph 19 of the agreement to the trustee or by judgment prior to the expiration of any period of redemptions following Paragraph 19 of the agreement to the trustee or by judgment prior to the expiration of those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the principal received shall be applied first to collect the rents of the property including those past due, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the principal received shall be applied first to collect the rents of the property including those past due.

before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further notice and may foreclose this Security Instrument in the manner provided in this paragraph.

and (d) that failure to cure the defect or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, notwithstanding any provision to the contrary contained in the note or any other instrument.

(e) (3) (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z)

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

# UNOFFICIAL COPY

UNIFORM COVENANT NOTE. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# UNOFFICIAL COPY

18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have exclusive possession of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable) for reinstatement of this Security Instrument or (b) entry of a judgment enjoining Borrower from further acts of non-payment or default under this Security Instrument.

If Leader exercises this option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of no 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 within such time as may be required by law.

Interest in it is sold or transferred (or if a beneficiary interest in Borrower is sold or transferred and Borrower is not a natural person's power to transfer), Lender may, at its option, require immediate payment in full of all sums received by this Security instrument, however, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Security instrument.

16. Borrower shall be given one conformed copy of this 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

Note conflicts with the Property is located. In the event that any provision of this Security Instrument or the jurisdiction in which the Property is located, such conflicts shall not affect other provisions of this Security Instrument or the Note which can be given without the conflicting provision. To this end, the provisions of this Security Instrument and the

first class mail to Lemder's address stated herein or any other address Lemder designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower when given in this paragraph.

permitted by paragraph 9. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 11.

partial legislation without any pre-emptive strategic underpinning. Article 13, **Legislative Pre-emption**, contains a detailed analysis of the legal implications of such a strategy.

**12. Loan Charges.** If the loan secured by the security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that it is in conflict with other loan charges collected or to be collected in connection with the loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan exceed the permitted limits; and (b) any sums already collected from the borrower under permitted limits will be refunded to the borrower. Lender may collect the principal outstanding under the Note or by making a direct payment to Borrower in a rate and reduces principal, the reduction will be treated as

11. Successors and Assists as Sound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind all joint and several obligors, successors and assigns of the secured debtors, and their heirs, executors, administrators, and personal representatives.

Under § 1, under and Borrower otherwise in writing, 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. Upon a default of the monthly payments referred to in paragraphs 1 and 2 or changes in interest rates, terms, or conditions, the parties may agree in writing, 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 changes in interest rates, terms, or conditions.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of Borrower has violated any provision of this Agreement, Borrower fails to collect and apply the proceeds, it is option, either to repossess or repossess or give notice to Lender to collect and apply the proceeds, or to sell the same at public auction or otherwise, and the net proceeds of such sale, less expenses of collection and sale, shall be applied first to payment of all amounts due under this Agreement, and the balance, if any, shall be paid to Lender.

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 ratios: (a) the total amount of the sums secured immediately before the taking of the fair market value of the Property; (b) the fair market value of the Property immediately before the taking, divided by the original principal amount.

any condominium or other taking of any part of the Property, or for loss of convenience in the conduct of condominiums, are hereby assinged and shall be paid to Lender.

misunderstanding or mistake in accepting or declining a claim for damages, directed or consequential with shall give Borrower notice at the time of or prior to inspection specifying reasonable cause for the inspection.

If Leander required mortgagage 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 requirements for the

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this .....6th day of .....NOVEMBER....., 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 FAMILY MORTGAGE COMPANY, INC.,  
A CORPORATION OF ILLINOIS..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

.....7030 NORTH KARLOV, LINCOLNWOOD, ILLINOIS 60646.....  
[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 ....7.500%. 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 .....DECEMBER....., 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 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 ....9.500....% 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 ....13.500%. NOR LESS THAN 6.000%

**(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.

S-76-0221

