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06E-007773-51

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 10
19. 87. The more agor is MARK. A. TURZA AND ALINA TURZA. HIS. WIFE
("Borrower"). This Security Instrument is given to
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., which is organized and existing
under the laws of THE STATE OF CALIFORNIA and whose address is
28 EXECUTIVE PARK, SUITE 200. IRVINE CALIFORNIA 92714 ("Lender"). Borrower owes Lender he principal sum of EIGHTY-FIVE THOUSAND AND NO/100ths
Borrower owes Lender he principal sum ofEIGHTX-FIVE TROUSAND AND NO/100chs
Dollars (U.S. \$82.2009.09). 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 JANUARY. 1, 2018
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

LOT 6 IN BLOCK 5 IN SKOKIE HIGHLANDS A SUPPLYISION OF THE SOUTH WEST $\frac{1}{4}$ OF THE SOUTH WEST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-12-307-006 EBOT

ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART ME LEOF

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whi	ch has t	he addre	ss of2	34souti	HGAT	E., DRI.! (Street)	V.E.			NORTHBROOK	
Ωlie	1015	600	52	**********	("1			\ddress'');		1907)	
			IZIO COCOL								

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

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

Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although, in the Property Lender's actions may include paying any sums secured by a lien which that priority over this Security regulations), then, Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deternorate or commit waste. It this Security Instrument is on a leasehold, Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leastholds. Borrower shall not destroy, damage or substantially leasthold. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting positione the due date of the monthly payments referred to in paragraphs I and 2 or change the amout to the payments, if Unless Lender and Burrower otherwise agree in writing, any application of proceeds to principal shall not extend or

Lender may take action under this paragraph 7. Lender does not have to do so

fee title shall not merge unless Lender agrees to the merger in writing.

when the notice is given.

Protection of Lender's Rights in the Property; Mortgage Insurance.

If Borrower fails to perform the

all receipts of paid premiums and renewal notices. In the event of loss, Bornower shall give prompt notice to the insurance Lender shall have the right to hold the policies and renewals. If Lender leavares, Borrower shall promptly give to Lender All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld. insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires. This insurance shall be maintained in the annual said for the periods that Lender requires. The insurance shall be maintained in the annual said for the periods that Lender requires. The insurance shall be chosen by Borrew or subject to Lender's approval which shall not be insurance carrier providing the insurance shall be chosen by Borrew or subject to Lender's approval which shall not be

5. Mazard Insurance. Borrower shall keep the time overnents now existing or hereafter erected on the Property of the giving of notice.

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 lies, or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the ben to this Security Instrument. If Lender determines that any part of 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 of the lien and prevent the enforcement of the lien of the lien and prevent the property. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrowerk (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good

receipts evidencing the payments. 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 ho remer makes these payments directly, horrower shall promptly furnish to Lenger Borrower shall pay these obligations on the manner provided in paragraph 2, or if not paid in that manner, Borrower shall Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain par first over this Security Instrument, and leasehold payments or ground rents, if any, property which may attain par first over this Security Instrument, and leasehold payments or ground rents, if any,

paragraphs I and 2 stall be applied: first, to late charges due under the Mote, second, to prepayment charges due under the Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

application as a cool congainst the sums secured by this Security Instrument. 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

amount necessity to make up the deficiency in one or more payments as required by Lender. Shall prompily refund to Borrower Upon Lander shall prompily refund to Borrower amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Punds. If the the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

If the amount of the Funds held by Lender, together with the futner monthly payments of Funds payable prior to this Security Instrument.

shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debus to the Funds and the purpose for which each debut to the Funds was made. The Funds are pledged as additional security for the sums secured by requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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. Utiless an agreement is made or applicable law The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency that lumbing Lender it Lender is such an institution). Lender shall apply the Funds to pay the escrow items.

basis of current data and reasonable estimates of future eserow items. one-twellth of the yearly literates and which may within priority over this Security Instrument, (6) Yearly to Lender on the day monthly payments are due under the Sote, until the Sote is paid in full, a sum ("Funds") equal to 2. Funds for Eures and Ensurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

the principal of and interest on the debt evidenced by the More and any prepayment and late charges due under the More. 1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall prompily pay when due UNIFORM COVENAMY — Borrower and Lender covenant and agree or follows.

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If I ender 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. I ender 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 Linder 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. Burrover Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortication of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower signification of the sums secured by this Security Instrument granted by Lender to any successor 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 Horr wer's successors in interest. Any forbearance by Lender in exercising any right or remedy.

shall not be a waiver of or precliff, 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 cenefit 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: (7) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property unfer 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 accommodation; 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 the 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. It 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 met to... 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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NOS UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, 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 costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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

22. Walver of Homestead, Borrower waives all right of homestead exemption in the Property

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check application box(es)]

supplement the covenients and agreed instrument. (Check applicate box(es)	ments of this Security Instrument as if the	e rider(s) were a part of this Security
X Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
☐ Graduated Payment Ailes ☐ Other(s) [specify]	Planned Unit Development Ric	der
BY SIGNING BELOW, Borrow Instrument and in any rider(s) execute	ver accepts and agrees to the terms and d by Burrover and recorded with it.	covenants contained in this Security
College Colleg	Mark 1	A Turge (Scal
Core (Alina turza	Tunza (Seal
THIS INSTRUMENT WAS PREPARED E ANNE TELLSCHOW	— [Space Below This Line or Acknowledgment] —	

ANNE TELLBCHOW

COLDWELL BANKER RESIDENTIAL

MORTGAGE SERVICES, INC.

1211 W. 22nd STREET, SUITE 727

OAK BROOK, ILLINOIS 60521

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"OFFICIAL SEAL" OF CYNTHIA HANSON BIZE ROTARY PUBLIC, STATE OF LEALED OF MY CONSIDERS 2/8/88

47656500



M 14044	nu, vontuas servides via (1 Year Index - Interest Rate Cap
	Loan Number:06E=002273=51
incorpo "Securi Note (t)	ADJUSTABLE RATE RIDER is made this <u>10TH</u> day of <u>DECEMBER</u> , 19.87, and praced into and snall be deemed to amend and supplement the Mortgage. Deed of Trust, or Security Deed (the Instrument') of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Raine "Note") to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., a California Corporation (the "Lender same date and covering the property described in the Security Instrument, and located at:
annon yes 1 est	234 SOUTHGATE DRIVE, HORTHBROOK, ILLINOIS 60062 (Properly Address)
th	he Note contains province is allowing for changes in my interest rate and monthly payments. The Note limits he amount the borrower's rate ear change at any one time and the maximum rate the Borrowers must ay
. –	IONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrowender further covenant and agree as followis:
The No	TEREST RATE AND MONTHLY PAYMENT CHANGES of provides for an initial interest rate of
	TEREST RATE AND MONTHLY PAYMENT CHANGES Change Dates The interest rate I will pay may change on the first day of
(6)	The index Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the month average yield on United States Treasury Securities adjusted to a constant majority of one year, as made availab by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Chang 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 comparabinformation. The Note Holder will give me notice of this choice.
(C) Arters	Calculation of Interest Rate Changes Before each Change Date, the Note Holder will calculate my new interest rate by adding
	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 interestate in substantially equal payments. The result of this calculation will be the new amount of my monthly principle and interest payment.
(D)	Limit on Interest Rate Changes The interest rate I am required to pay at the first interest Change Date will not be greater than

preceding twelve months. My interest rate will never be greater than _____12.950_

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Æ	Effective Date of Changes
1-1	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 questions 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person). Borrower shall cause to be submitted to Lender information required by Lender to evaluate thousanded transferee as if a new loan were being made to the transferee. If the intended transferee meets Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions. Lender shall allow the assumption to occur. If the intended transferee fails to meet Lender's qualification and underwriting criteria to be approved for a new loan as well as all closing conditions, the Lender will not allow the assumption. Lender may require immediate payment in full of all sums secured by the Security Instrument if Lender, following the guidelines set forth above, can not approve the transferge or the transferge fails to meet all closing conditions and therefore Lender does not allow the assumption, but Borrower newertheless proceeds with the sale or transfer to an unapproved transferee."

"To the extent permitted by applicable law, Lenge, may charge a reasonable assumption fee as a condition to Lender's consent to the loan assumption. That assumption be shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the date of the sale or transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to liender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Inst ument. That assumption agreement shall contain a provision under which the maximum interest rate of the loan as specified in Section 4(D) of the Note will be changed so that subsequent interest rate adjustment shall not result in an interest rate that it more than five (5) percentage points greater than the interest rate in effect at the time of the loan assumption. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender-releases florrower in writing."

Diff 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 of ay 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 and agrees to the terms and covenants contained in this Adjustable Rate Rider

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anay res	}	Vitness		MARK A. TURZA	(,)	Borrower	iseail
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		·	, 			Borrower	(Seal)

(Seall