OFF Montpage

Loan No. 01-41921-47

THE UNDERSIGNED.

and TERESA VATKIN, HUSBAND AND WIFE UATKIN

VILLAGE OF SKUKIE , County of ILLINOIS COOK State of

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the	UNITED	STATES	DF	AMERICA	
hereinafter referred to as the Mortgagee, the following real es			C	200K	
in the State of ILLINDIS to wit:		,			

LOTS 16 AND 17 (EXCEPT THE SOUTH 17 FEET OF SAID LOTS) IN BLOCK 3 IN J. E. WHITE'S KELLOGG PARK SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 29, TOWN-SHIP 40 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, INCINOIS, COMMONLY KNOWN AS 6022 W. FULLERTON. F.C.O CHICAGO, ILLINOIS 20639. PERMANENT INDEX 413-79-320-031 & #13-29-320-032

Together with all buildings, improvements, fixtures or appurtenances not on hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used of supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessess is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen door, in a door beds, manings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically at ached thereto or not); and also together with all easements and the rorts, issues and profits of said premises which are hereby pledged, assigned, transferre, and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all maction is all matters, and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, ippurtenances, apparatus and equipment, and with all the rights and privileges thereinto belonging, unto said Mortgague forever, for the uses herein set forth the from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits add Mortgague does hereby release and a sive.

TO SECURE

(I) (a) the payment of a Note executed to TWO HUNDRED SIX THOUSA	ND AND NO /100-		with in the principal sum of Dollars
(s 204000.00 ONE THOUSAND SEVEN HUN (s 1799.83), commencing the which payments are to be applied, first, to interes and This mortagae is	1. which Note, together with inter DRED NINETY-NINE 1ST it, and the balance to principal, until pecifically made tained in the at	day of JA (UA) il said indebtedness is paid in full. Subject to the textoched rider which	RY 19 BB

C(2) any advances made by the Mortgages to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage score of said original intercepts with such additional advances, in a sum in excess of HUD HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED Bollars is 247200 00 in provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(2) the performance of all of the covenants and obligations of the Morrgagor to the Mortgagoe, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A 11 To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any ponalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property finduding these heretofore due), and to furnish Mortgages, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

of Lake Co.

Addien,

87657553

Property of Cook County Clerk's Office \$16.00

MORTGAGE

80x.....403

VATKIN, VATKIN

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

6022 W. FULLERTON CHICAGO, ILLINOIS 60639 PROPERTY AT:

Loan No. 01-41821-47

period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is suthorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgager all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases are quired of him to be signed by the Mortgagee for such purpose; and the Mortgager agrees to sign, upon demand, all receipts, vouchers and releases are quired of him to be signed by the finance of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage. to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises in good condition and repair, without waste, and free from any metabality on the line of claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer, or permit, withered to the improvements on said property; if any purchase on conditional said, lease or agreement, under which it is now us

- B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance equired or accepted, the undersigned promises to pay to the Mortgagee a prorsta portion of the current year taxes upon the disbursement of the loan and to jay we athly to the Mortgagee, in addition to the above payments, a sum estimated by the Mortgagee to be equivalent to one-twellth of such items, which payments may, at the option of the blorgagee, (a) be held by it without interest (provided not in conflict with State or Federal law) and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the un pair balance of said indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items as the same accrue which is a payment of the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand, If we have meaning account or escrew account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without further inquiry.
- C. This mortgage contract provides to additional advances which may be made at the option of the Mortgages and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and chall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different attended and other express modifications of the contract, but in all other respects this contract shall remain in full force and offect as to said indebtes ners, including all advances.
- D That in case of failure to perform any of the covens.... herein. Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together will interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same antity as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premis is if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the walldity of any lien, encumbrance or claim in advancing moreys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any active cunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder:
- E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amount: that may be added to the mortgage indebtedness under the terms of this mortgage contract;
- F That in the event the ownership of said property or any part thereof becomes justed in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to suc or may extend time for payment or one upt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured;
- G That time is of the essence hereof and if default be made in performance of any coven in herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lies or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make at assignment of the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor shandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of beneficial interest in said property, without the written consent of the "or again," or upon the death of any maker, endorser, or quaranter of the note secured hereby, or in the event of the filling of a suit to condemn all or a part of the said property, or in the event of demolition, removal or destruction of all or any part of the property covered by this mortgage, or in the event the Mortgago, fail to comply with the terms of a condominium bylaws or condominium declaration recorded against the property secured hereby, then and in any of said events, the Mortgagoe is hereby authorized and employed and the property of the property of said lies or any right of the Mortgagoe hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgago indoltedness any indoltedness of the Mortgagoe to the Mortgagoe, and in any foreclosure a sale may be made of the premises en masso without offering the several parts separately:
- Hereby secured or the lieu of this Instrument, or any litigation to which the Mortgagee may be made a party on account of the lieu of this Instrument, or any litigation to which the Mortgagee may be made a party on account of the lieu or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lieu and any reasonable attrine; a free so incurred shall be added to and be a part of the debt hereby secured. Any rosts and expenses reasonably incurred in the foreclosure of this mort age, and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lieu, including reasonably estimated, an units to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the highest contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgager or his assignee.
- J All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to satablish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said promises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, aiter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure a lien which is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itsell, pay insurance premiums, taxes and sassesaments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the alorestid purposes, first on the interest and then on

 $\left\{\frac{\partial_{x} \Psi_{x}}{\partial x} \Psi_{x}^{(1)} \right\} + \left\{\frac{\partial_{x} \Psi_{x}}{\partial x} \Psi_{x}^{(1)} \right\}$

statutory period during which it may be issued. Mortgages shall however, have the discretionary power at any time to refuse to the abandon possession of any which it may be discreting the lien hereof. Mortgages shall have all powers, if any, which is might have had without this paragraph. No suit shall be used presented to the iten hereof. Mortgages shall be subject matter of this paragraph unless commenced within sixty days after Morts. Baser's possession ceases.

The tupon the commencement of any foreclosure proceeding herounder, the court in which such bill is filed may at any time, either before or after said, and without notice to the Mortgagnor, or any party claiming under him, and without togard to the acquires to the Mortgagnor, or any party claiming under him, and without notice to the Mortgagnor, or any party claiming under him, and without notice to the Mortgagnor, or any party claiming under him, and accordance and the statutory parted by the owner of the acquires and the statutory parted by the owner of the acquires and the statutory determined and the statutory accordance and profits, when collected, may be applied before as well as after the accordance of the indebtedness, costs, taxes, insurence or other issues and profits, when collected, may be applied before as after the accordance of the indebtedness, costs, taxes, insurence or other issues and profits, when collected, may be applied before a whather there is any accessor to the accessor to the accessor to the insurence of and until the statutory in parents any institute allowed by activity and the insurence of the ins

L. That each right, power and ramedy herein conferred upon the Mortgages is cumulative of every other right or remedy of the Mortgages, which herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgages of performance of any covenant herein contained shall thereafter in any manner affect the right of Mortgages to require or enforce performance of the same or any problem in a soft of any manner of the manner. The manner of the Mortgage and the mortgage and the manner of the manner of the manner of the manner of the Mortgage of the pluring upon the respective here.

That allocation and assigns of the Mortgagor, and the auccessors and assigns of the Mortgages; and that the powers herein mentioned may be exerted as occasion therefor arises.

2133 MEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639	
INSTRUMENT WAS PREPARED BY TORN ASSOCIATION, ASSOCIATION,	THIS
## OFFICIAL SEAL " SID DECHTER #107ARY PUBLIC, STATE OF ILLINOIS #17 COMMISSION EXPIRES 2/28/91	МА С
N under my hand and Motarial Seal, this ZNI day of Way EMBER A.D. 1987	GINE
under any homestead, exemption and valuation laws.	eshgin
free ind voluntary act, for the uses and purposes torth, including the release and waiver of all	sv
red before me this day in person, and acknowledged that they	eadde
nally known to me to be the same person 🛎 whose name 😩 🚓 🚉 subscribed to the foregoing instrument.	perso
or said County, in the State aforesaid, DO HEIGERY CERTIFY THAT ISABL UATKIN, HUSBAND AND WIFE	of bras TEI
I, The Undereigned, a Notary Public in	
LE OF ILLINOIS (SEAL)	}
(SEAL) COLO (SEAL)	о увр
TIMES WHEREOF, this mortgage is executed, sealed and delivered this	M NI

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Cracin Federal Savings & Loan Association

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UNOFFICIAL COPY

The mortgage interest may increase or decrease based upon the change of the stated index: however, the lender will not reduce the interest rate below 9.500% floor rate nor exceed 14.500% ceiling rate.

UNOFFICIAL COPY

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER LATMENTS.
This Rider is made this ZND. day of NOVEMBER, 19. 27., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at
Property Address
Modifications. 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 has an 'initial Interest Rate' of ?. 50%. The Note interest rate may be increased or decreased on the15 day of the month beginning on JUNE .01
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
(1)
Types of Lenders" published by the Fidural Home Loan Bank Board. (2) MX SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD
(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will
be no maximum timit on changes.]
(1) There is no maximum limit on changes in the interest rate at any Change Date.
(2) XThe interest rate cannot be changed 5, more than percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payment. Decreases in the interest rate will result in lower payments.
B. LOAN CHARGES
It could be that the loan secured by the Security Instrumer, is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charge, collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such 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. C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph. If there is a transfer of the Property subject to paragraph. If the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as recadition of Lender's waiving the option to accelerate provided in paragraph F & G.
By signing this, Borrower agrees to all of the above.
TSAAC MATKIN —Borrower
TERESA VATKIN —Borrower
TIMING OF THE STATE OF THE STAT

67657553

Property of Cook County Clerk's Office

LOAN # 01-41821-47

ASSUMPTION RIDER TO MORTGAGE

DATED THE 2ND DAY OF NOVEMBER , 19 87 BETWEEN

LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

SAAC VATKIN AND TERESA VATKIN, HUSBAND AND WIFE

hetwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, only upon the express conditions as are hereinafter set forth.

- 1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal by ance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.
- 2. The Lender may in its' sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.
- 3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lander shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and

mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed this Rider the

<u>2ND</u> day of <u>NOVEMBER</u> , 19<u>87</u> .

BORROWER

TSAAÇ VATKILI

BORROWER

TERESA VAIKIN

67657553

Proberty of Cook County Clerk's Office