

UNOFFICIAL COPY

(Individual Form)

87659006

5 5 9 3 0 5

Loan No. 01-42111-47

THE UNDERSIGNED.

JAN LYSIUK and LEONARDA LYSIUK, HUSBAND AND WIFE

of TOWNSHIP OF NILES, County of COOK, State of ILLINOIS

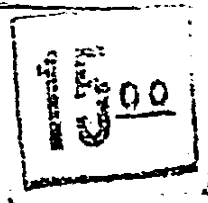
hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS to wit:



71-29-166 D3

Parcel 1:

That part of Lot 1 in Laurel Estates Subdivision, being a Subdivision of part of the South East 1/4 of the North East 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

All that part lying South of the North 48.71 feet, as measured along the East and West Lines, thereof, of a tract of land being that part of Lot 1 in Laurel Estates Subdivision, being a Subdivision of part of the South East 1/4 of the North East 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows:

Commencing at the South West corner of said Lot 1; thence Due East (being an assumed bearing for this legal description) along the South Line of said Lot 1, 633.66 feet; thence due North, 225.75 feet to a point for a place of beginning on the tract of land herein

described; thence due West 52.75 feet; thence due North 97.42 feet; thence due East, 52.75 feet; thence due South 97.42 feet to the place of beginning, in Cook County, Illinois.

Parcel 2:

Easements for ingress and egress as set forth in Declaration dated August 12, 1976 and recorded August 13, 1976 as Document 23597577 and in Supplemental Declaration Executed by LaSalle National Bank, as Trustee under Trust Agreement dated August 4, 1977 and known as Trust Number 51245, recorded December 29, 1976 as Document 23762547 in Cook County, Illinois.

COMMONLY KNOWN AS: 1852 MORRIS HILL, MT. PROSPECT, ILLINOIS 60056
Permanent Tax Index Number: 08-22-204-022

87659006

(2) any advances made by the Mortgagee to the Mortgagor, or its successors in title, for any purpose, at any time before the release and cancellation of this Mortgage, but it is hereby agreed that the Mortgagee shall not be required to advance any money or property to the Mortgagor, or its successors in title, in excess of ONE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars or 176400.00 Dollars, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security of the accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A (1) 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 penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, 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

87659006

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORDS

1987 DEC 14 PM 2:47

87659006

Property of Cook County Clerk's Office

Box.....403

MORTGAGE

LYSIUK, LYSIUK

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
1852 MORRIS HILL
MT. PROSPECT, ILLINOIS 60056

01-42111-47

Loan No.....

UNOFFICIAL COPY

5-2-03

90065928

THE MORTGAGOR COVENANTS:

A. The pay and performance of the interest thereon as herein and as hereinafter provided, or according to any agreement extending the time of pay...
 B. The pay and performance of the interest thereon as herein and as hereinafter provided, or according to any agreement extending the time of pay...
 C. The pay and performance of the interest thereon as herein and as hereinafter provided, or according to any agreement extending the time of pay...

The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note...
 The Mortgagor shall be bound by the terms and conditions of the Mortgagee's standard form of promissory note...
 The Mortgagor shall be bound by the terms and conditions of the Mortgagee's standard form of promissory note...

This mortgage is made a part hereof.
 and provisions contained in the attached rider which by
 this mortgage is specifically made subject to the terms

ONE HUNDRED FORTY-SEVEN THOUSAND AND NO /100.
 ONE THOUSAND THREE HUNDRED THIRTY-FIVE AND 79/100
 1335.79
 1ST
 FEBRUARY
 88

SECTION 2
 The Mortgagor shall be bound by the terms and conditions of the Mortgagee's standard form of promissory note...
 The Mortgagor shall be bound by the terms and conditions of the Mortgagee's standard form of promissory note...
 The Mortgagor shall be bound by the terms and conditions of the Mortgagee's standard form of promissory note...

PROPERTY CLERK'S OFFICE

of TOWNSHIP OF NILES, County of COOK, State of ILLINOIS

JAN LYSIUK and LEONARDA LYSIUK, HUSBAND AND WIFE

THE UNDERSIGNED,

(Individual Form) 5 9 0 5
 Loan No. 01-42111-47

87659006 Mortgage

3

Box..... 403

MORTGAGE

LYSIUK, LYSIUK

to

CRACIN FEDERAL SAVINGS AND LOAN ASSOCIATION

PROPERTY AT:
1852 MORRIS HILL
HT. PROSPECT, ILLINOIS 60056

Loan No..... 01-42111-47

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87659006

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 DEC 14 PM 2:47

UNOFFICIAL COPY

statutory period during which it may be issued Mortgagee shall, however, have the same primary power at any time to re-entr to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all possible, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 27TH

day of NOVEMBER, A.D. 19 87

JAN LYSIUK (SEAL) LEONARDA LYSIUK (SEAL)
JAN LYSIUK (SEAL) _____ (SEAL)

STATE OF ILLINOIS

COUNTY OF _____ } s. I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAN LYSIUK and LEONARDA LYSIUK, HUSBAND AND WIFE

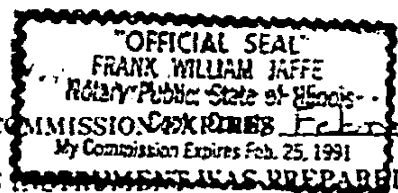
personally known to me to be the same person s whose name s are _____ subscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 27TH day of NOVEMBER, A.D. 19 87



Notary Public

MY COMMISSION EXPIRES February 25 1991 MAIL TO _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

876559006

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.

This Rider is made this 27TH day of NOVEMBER, 1987, 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 CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1852 MORRIS HILL, MT. PROSPECT, ILLINOIS 60056

Property Address

Modification: 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 10.00%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JUNE 01, 1981 and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

- (1) Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders published by the Federal Home Loan Bank Board.
(2) 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 limit on changes.]

- (1) There is no maximum limit on changes in the interest rate at any Change Date.
(2) The interest rate cannot be changed of 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 payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges 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 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.

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 7 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 F & G of 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 a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

JAN LYSIUK (Seal) - Borrower

LEONARDA LYSIUK (Seal) - Borrower

E. 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 10.000% floor rate nor exceed 15.000% ceiling rate.

87659006

UNOFFICIAL COPY

3 7 5 5 9 0 3 5

LOAN # 01-42111-42

ASSUMPTION RIDER TO MORTGAGE

DATED THE 27TH DAY OF NOVEMBER, 1987 BETWEEN
LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION
AND BORROWER,

JAN LYSIUK AND LEONARDA LYSIUK, HUSBAND AND WIFE

Notwithstanding 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 balance 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 Lender 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 27TH day of NOVEMBER, 1987.

X Jan Lysiuk
BORROWER JAN LYSIUK

X Leonarda Lysiuk
BORROWER LEONARDA LYSIUK

87659006