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MORTGAGE NO. 71535
(COMMERCIAL ADJUSTABLE RATE)

87671535

THIS MORTGAGE is made by and between Carl Booker, divorced and not since remarried and Floyd Beverly, divorced and not since remarried, as tenants in common (herein "Borrower"), and WELLS FARGO CREDIT CORPORATION whose address is 1750 E. Golf Rd., Suite 150 Schaumburg, IL. 60173 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited, grants, bargains, sells and conveys, warrants, and mortgages unto Lender and Lender's successors and assigns, the following described property located in the CITY of CHICAGO, County of COOK.

State of Illinois:

LOT 21 (EXCEPT THE NORTH 5 FEET) AND ALL OF LOT 22 IN UIHLEIN'S SUBDIVISION OF BLOCK 2 IN PULLMAN PARK ADDITION TO PULLMAN IN THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87671535

Permanent Parcel No.: 25-22-217-014 TP ALL A B'0

which has the address of 11331-33 S. KING DR.
CHICAGO, IL. 60628

(herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, after-acquired title or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given in this Mortgage to Lender to collect and apply such rents), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property"; as to any property which does not constitute a fixture (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the UCC for the purpose of creating a security interest in such Property, which Borrower hereby grants to Lender as Secured Party (as such term is defined in the UCC);

To Secure to Lender on condition of the repayment of the indebtedness evidenced by a Note of even date herewith in the principal sum of U.S. \$ 75,000.00, with interest as stated therein, the principal balance of the indebtedness, if not sooner paid due and payable on December 21, 1997; the payment of all other sums, with interest thereon, advanced in accordance with this Mortgage to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower contained in this Mortgage and in the Note.

Notwithstanding anything to the contrary herein, the Property shall include all of Borrower's right, title, and interest in and to the real property described above, whether such right, title, and interest is acquired before or after execution of this Mortgage. Specifically, and without limitation of the foregoing, if this Mortgage is given with respect to a leasehold estate held by Borrower, and Borrower subsequently acquires a fee interest in the real property, the lien of this Mortgage shall attach to and include the fee interest acquired by Borrower.

Borrower covenants that Borrower is the lawful owner of the estate in land hereby conveyed and has the right to grant, convey, and mortgage the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither take nor permit any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof.

Borrower acknowledges that the Agreement calls for an "adjustable rate". In this regard, the paragraphs of the Note set forth verbatim below relate to the adjustable rate:

PRINCIPAL	AGREED RATE OF CHARGE
\$ <u>75,000.00</u>	<u>11.350 % per year</u>

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INCREASES OR DECREASES IN AGREED RATE OF CHARGE: Borrowers agree that the Agreed Rate of Charge shown above shall be in effect until the initial adjustment date as herein defined. On the adjustment dates the Agreed Rate of Charge is subject to increase or decrease. The "adjustment dates" of this loan are on the December 21, 1988, and on that date every 12 th month thereafter. Beginning with the initial adjustment date, the Agreed Rate of Charge will be based on an "Index". The Index on this loan will be the weekly average yield of U.S. Treasury securities adjusted to a constant maturity of 1 year(s). On the adjustment date the new Agreed Rate of Charge will be calculated by adding 3.920 %, which is the "rate spread", to the Index, as determined during the second week preceding the week in which the adjustment date occurs, as fixed by the statistical release of the Board of Governors of the Federal Reserve System. On each adjustment date a new Agreed Rate of Charge will be established and will equal the index rate plus the rate spread truncated to the second decimal point. Thus, on the initial adjustment date, the new rate of charge will be equal to the rate spread plus the index rate, which may be an increase or decrease from the initial agreed rate of charge shown above. For example, if after the initial adjustment date the index rate on this loan were 10.00% and the rate spread were 5.00%, the Agreed Rate of Charge would be 15.00%. If, on the next adjustment date, the index rate were to increase to 12.00%, the new Agreed Rate of Charge would increase to 17.00%. Unless the box in front of the Limitation on Changes in Agreed Rate of Charge paragraph below is checked, the Agreed Rate of Charge will always be equal to the index rate plus the rate spread except for the initial Agreed Rate of Charge shown above. If the box in front of the Limitation on Changes paragraph is checked, the Agreed Rate of Charge, except the initial Agreed Rate of Charge, will always be equal to the index rate in effect at the time plus the rate spread unless the change required at the time of an adjustment date would be greater than that permitted by the Limitation on Changes paragraph.

[x] LIMITATION ON CHANGES IN AGREED RATE OF CHARGE: If this box is checked, the Agreed Rate of Charge will not increase or decrease by more than 2.00 % at the time of any one adjustment, or by more than 5.00 % during the term of this loan.

PREPAYMENT PENALTY: If this loan is paid in full during one of the time periods set forth below, Borrowers agree to pay a Prepayment Penalty. Such Prepayment Penalty shall be in an amount equal to the percentage of original Principal listed below as being applicable to the period during which the prepayment occurs:

5.00 % if prepaid on or before 01/21/89; or
3.00 % if prepaid after 01/21/89 but on or before 01/21/90; or
1.00 % if prepaid after 01/21/90 but on or before 01/21/91.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the Note, the principal and interest on the indebtedness evidenced by the Note, together with any late charges or other charges imposed under this Note.

2. APPLICATION OF PAYMENTS. Unless applicable law requires otherwise, all payments received by Lender under the Note and this Mortgage shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraphs 6 and 26 of this Mortgage, then to interest payment on the Note, then to other charges payable under the Note, and then to the principal of the Note.

3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments, and other charges, fines, and impositions attributable to the Property and all encumbrances, charges, loans, and liens (other than any prior first mortgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold payments or ground rents, if any. Borrower shall deliver to Lender, upon its request, receipts evidencing such payments.

4. HAZARD INSURANCE. Borrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and such other hazards (collectively referred to as "Hazards") as Lender may require. Borrower shall maintain hazard insurance for the entire term of the Note or such other periods as Lender may require and in an amount equal to the lesser of: (a) the maximum insurable value of the Property; or (b) the amount of the credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage. If Borrower makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, makes the premium payment directly, Borrower shall promptly furnish to Lender all renewal notices and, if requested by Lender, all receipts of paid premiums. If policies and renewals are held by any other person, Borrower shall supply copies of such to Lender within 10 calendar days after issuance.

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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.

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Subject to the rights and terms of any mortgage, deed of trust, or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Lender under any Hazard insurance policy may, at Lender's sole discretion, either be applied to the indebtedness secured by this Mortgage and in such order as Lender may determine or be released to Borrower for use in repairing or reconstructing the Property, and Lender is hereby irrevocably authorized to do any of the above. Such application or release shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender in writing within 30 calendar days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Lender's sole option either to restoration or repair of the property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees, or regulations, shall keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not commit or permit waste or permit impairment or deterioration of the Property, and shall fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or a planned unit development, the by-laws and regulations of the condominium or a planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or a planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part of this Mortgage.

6. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage or in the Note or if any action or proceeding is commenced which affects Lender's interest in the Property or the rights or powers of Lender, then Lender without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 of this Mortgage, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sums, including reasonable attorneys' fees, and take such action as Lender deems necessary to protect the security of this Mortgage. If Lender has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder and any action taken shall not release Borrower from any obligation in this Mortgage.

7. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an emergency, Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust, or other security agreement with a lien which has priority over this Mortgage. Borrower agrees to execute such further documents as may be required by the condemnation authority to effectuate this paragraph. Lender is hereby irrevocably authorized to apply or release such moneys received or make settlement for such moneys in the same manner and with the same effect as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages shall be made without Lender's prior written approval.

9. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment, acceptance by Lender of payments other than according to the terms of the Note, modification in payment terms of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower, or the waiver or failure to exercise any right granted in this Mortgage or under the Note shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guarantor or surety thereof. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies under this Mortgage unless such waiver is in writing and signed by Lender. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other liens or charges by Lender shall not be a waiver of Lender's right as otherwise provided in this Mortgage to accelerate the maturity of the indebtedness secured by this Mortgage in the event of Borrower's default under this Mortgage or the Note.

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1600
11/11/1987 PAGE 6 IARM AND INVESTIGATIVE UNIT (ORIGINAL)

WELLS FARGO CREDIT CORPORATION
P.O. Box 59073
Schaumburg, IL 60159-0073

When recorded, return to:

WELLS FARGO CREDIT CORPORATION
P.O. Box 59073
Schaumburg, IL 60159-0073

This instrument prepared by:

My Commission Expires: August 4, 1989

Notary Public

Barbara L. Booske

The foregoing instrument was acknowledged before me this date
Carl Booker, divorced and note since remarried and Lloyd Beverly, divorced and note since
remarried, as tenants in common
December 21, 1987

COUNTY OF COOK

STATE OF ILLINOIS

87671535

COOK COUNTY RECORDER
#1987 # 64 487-A7 1535
T#1111 TRIN 9827 12/22/87 15:47:00

\$16.00

DEPT-91 RECORDING

Date: 12/21/87 Date: 12/21/87
Date: 12/21/87 Date: 12/21/87
Carl Booker Lloyd Beverly

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

27. CAPTIONS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit, or describe the scope or intent of this Mortgage. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

26. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the lender under this Mortgage or decree, all expenses and expenses which may be paid or incurred by or on behalf of Borrower for attorney fees, survey costs, and costs for documentation and examination, little insurance policies, publication costs, survey fees, attorney fees, and costs of title, title searchers and examiners, little insurance fees, and similar data and assurances with respect to title as lender may reasonably either demand, and such expenses and fees as may be incurred in the protection of said Property and the maintenance of this Mortgage, including all abstracts of title, title searchers and examiners, little insurance fees, and similar data and assurances with respect to title as lender may reasonably either demand, and such expenses and fees as may be incurred in the preparation for the sale of such property at the default interest rate.

25. WAIVER OF STATUTORY RIGHTS. Borrower shall not and will not apply for or avail itself of any homestead, appraisement, valuation, redemption, stay, extension, or exemption laws, or any so-called "mortarium laws", now hereby waives the benefit of such laws. Borrower, for itself and all who may claim through or under it, waives any and all right to have the property marshalled upon any foreclosure sale under the lien hereafter and agrees that having jurisdiction to foreclose such lien may affect the title to the property, and all rights to prevent the enforcement of such rights of the mortgagee, on behalf of the lender, in or title to the property described in this Mortgage subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

24. TAXES. In the event of the passing after the date of the Mortgage of any law changing in any way the taxes, now in force for the taxation of mortgages, or debts secured thereby, of the manner of operation of such laws, so as to affect the interest of lender, then and in such event Borrower shall pay the full amount of such taxes.

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