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LOAN # 89217275

87-677669

DEPT-01 RECORDING \$16.25
T#4444 TRAN 1790 12/29/87 10:15:00
#4129 # D *--87-677669
COOK COUNTY RECORDER

(Space Above This Line For Recording)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 04, 1987. The mortgagor is BOJKO NEDELJKOVIC AND LJILJANA NEDELJKOVIC, HIS WIFE ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Street - Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of SIXTY ONE THOUSAND AND 00/100 Dollars (U.S. \$ 61,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 01-01-2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT TWO HUNDRED TWENTY SIX (226) IN SCHORSCH VILLA FOURTH ADDITION, A RESUBDIVISION IN THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 29, 1940 AS DOCUMENT 12586204 IN COOK COUNTY, ILLINOIS.

87-677669

-87-677669

PERMANENT TAX I.D. NUMBER 13-19-324-057-0000 F Lot

which has the address of 3327 N. NEW ENGLAND, CHICAGO, IL
(Street) (City)
Illinois 60634 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

\$16.00 MAIL

Form 3014 12/83
44713 BAF SYSTEMS AND FORMS
CHICAGO, IL

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29 W. MONROE CHICAGO ILL. 60603

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Figure

1961

..... Day of

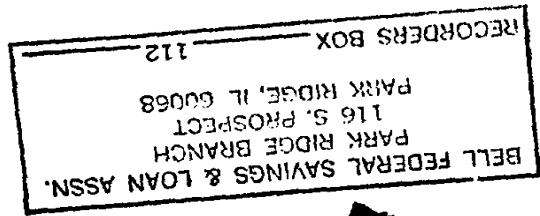
My Commission Expires:

(he, she, they)

(this, here, there)

JOSKO NEDELJKOVIC AND JELIL JANA NEDELJKOVIC, HIS WIFE, a Notary Public in and for said country and state, do hereby certify that before me and (s) are known or proved to me to be the person(s) who being informed of the contents of the foregoing instruments, have executed same, and acknowledged said instruments to be THEIR free and voluntary act and deed and that

STATE OF *Florida* COUNTY OF *Collier*
ss: { *17*



MAIL TO:

(Space Below for Acknowledgment)
I, JILLIAN MEDVELJKOVIC
Borrows
(Seal).....
JILLIAN MEDVELJKOVIC
BORROWS
(Seal).....
X Borya Medvejkovic

BY SIGNING BELOW, BURROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BURROWER AND RECORDED WITH IT.

5 YEAR FIXED RATE 30 YEAR AMORTIZED LOAN MORTGAGE RIDER

- Graduated Payment Rider
- Adjustable Rate Rider
- Condominium Rider
- Planned Unit Development Rider
- 2-4 Family Rider

22. WHETHER OR NOT INFORMATION IS STORED SECURELY, BOTTWER WAVE SERVICES ARE SUBJECT TO NORMAL TECHNICAL EXPERTISE IN THE PROPERTY.
23. SECURITY INSTRUMENT. IF ONE OR MORE MEMBERS OF THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IT IS PART OF THIS SECURITY INSTRUMENT, WHICH IS APPENDIX B (C) SUPPORTS THE COVENANTS AND AGREEMENTS OF EACH SUCH RENTER SHALL BE PROTECTED INTO THE FUTURE AND SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT AS IT IS PART OF 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 recording costs.

but not limited to, reasonable attorney fees and costs of title insurance.

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 defaulter must be cured if the notice fails to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument; and (d) the failure to cure the default or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further describe the rights to remanage after acceleration and the right to assert in the foreclosure proceeding further before or after default or before acceleration.

NON-UNIFORM COVENANTS, BOTTOWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

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If Lender 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. Lender 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude 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 benefit 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: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under 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 accommodations 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 this 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. If 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 step 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 method. 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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

In the Property, Leender's actions may include paying any sums received by a lien which has priority over this Security instrument, appearing in court, paying reasonable attorney's fees and entering into the property to make repairs. Although Leender may take action under this paragraph 7, Leender does not have to do so.

7. Protection of Lenders' Rights in the Property Insurance. If Borrower fails to perform the covenants contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lenders' rights in the property (such as a proceeding in bankruptcy), probable, for condemnation or to enforce laws of regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights.

change the Property, allow the Property to determine or control the lease, and if Borrower acquires fee title to the Property, the leasehold and free title shall not merge unless Lender agrees to the merger in writing.

6. **Preservation and Maintenance of Property; Leases;** Borrower shall not destroy, damage or substantially impair the property prior to the acquisition of the property.

This template is designed for the preparation of bills of exchange. It includes fields for the date, payee, amount, and signature. The bill number is also included at the bottom.

applied to the sums secured by this Security Instrument, whether or not then due, will pay excess fees paid to Borrower. If Borrower abandons the premises the Bank may collect the insurance proceeds. Lender may use the funds to repair or restore the property or to settle a claim, then Lender may collect the insurance proceeds. Lender or not then due. The 30-day period will begin

carriers and Lender may make payment of loss if no claim made by Borrower.

In the event of loss, the same premium rates and terms as the original insurance shall be applied to the insured

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, which contains the following:

3. **Excluded Insurable Incidents:** Bodily injury or disease resulting from an insured's measured aggregate loss by fire, hazards included within the term "extreme coverage," and any other hazards for which Lennder requires insurance coverage. This insurance shall be maintained in the amounts and for the periods for which Lennder requires insurance coverage, and any other hazards for which Lennder requires insurance coverage.

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Borrower shall promptly disclose— Any information which has priority over this security instrument unless otherwise provided by the lien in a manner acceptable to Lender; (b) contents in good faith the written agreement of the obligor(s); (c) secured by the lien in a manner acceptable to Lender's opinion of the lien or forfeiture of any property; or (d) secured by the holder of the lien in accordance with the terms of the agreement of the parties.

Recipients of the Barometer have been asked to make payments directly to the Barometer or to the Society for the Protection of the Environment over which the Society has sole responsibility.

Note: triad, to numerous payoffs under paragraph 2; fourth, to interests due; and last, to principal due.

Application as a credit against the sums secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

purpose for which each debt is held by Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the

The Funds shall be held in an institution the deposits of which are insured by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, unless Lender may not charge for holding and applying the Funds, analyzing the account or certifying the escrow items, unless

leasedhold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgagage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow items.

2. **Funds for Taxes and Instruments.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly

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FIVE YEAR FIXED RATE THIRTY YEAR AMORTIZED LOAN MORTGAGE RIDER

4TH

DECEMBER

87

THIS MORTGAGE RIDER is made this _____ day of _____, 19_____, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Five Year Fixed Rate Thirty Year Amortized Loan Note (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3327 N. NEW ENGLAND, CHICAGO, IL 60634

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

9.750

The Note provides for an initial interest rate of _____%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

JANUARY 01

93

The interest rate I will pay may change on the first day of _____, 19_____, and on that day every sixtieth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." The "Index" is the monthly average yield on actively traded issues of United States Treasury securities adjusted to a constant maturity of five years as made available by the Federal Reserve.

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

TWO

Before each Change Date, the Note Holder will calculate my new interest rate by adding _____ percentage points (_____.____%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

14.500

The interest rate on this loan will never exceed _____ percent per annum.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

(D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(E) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

24. ADDITIONAL INSURANCE.

In the event that any, either or all of the undersigned Borrowers shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and further agree that the Lender may advance any premiums due and payable on such insurance policies, and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

25. RELEASE FEE.

Notwithstanding Covenant 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

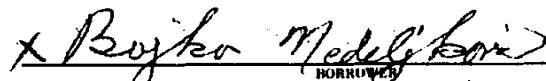
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26. ASSUMPTION POLICY. Notwithstanding Covenant 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that; (1) The terms of the Note and the Security Instrument are not otherwise in default. (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under the Lender's loan underwriting standards. (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or ONE percent (1.00 %) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by unpreempted applicable state law.

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage Rider.


[Seal]
BOJKO NEDELJKOVIC

[Seal]
LJILJANA NEDELJKOVIC

87677669