# UNOFFICIAL, CORES 2573

COOK COUNTY ILLINOIS FILED FOR PERCRO

1987 DEC 31 PH 12: 18

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06D-007811-51

### **MORTGAGE**

THE WEST 60 FEET OF LOT 143 17 FOESTER AND ZANDER'S ADDITION TO WEST IRVING PARK, A SUBDIVISION OF 7% SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, KANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGS.

PERMANENT INDEX NUMBER: 13-20-230-0 2 VOL: 345

ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF

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-FRMA/FHLMC UNIFORM INSTRUMENT

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rednesting payment.

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this

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

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

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

Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

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

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 postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of he payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal rhall not extend or

when the notice is given.

offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 3 I-d 1y period will begin applied to the sums secured by this Security Instrument, whether or not then due, with an eccess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender (2.1. the insurance carrier has restoration or repair is not economically feasible or Lender's security would be lessened the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall heapplied to restoration or repair

Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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 Borro we: All insurance policies and renewals shalt be acceptable to Lender and shall include a standard mortgage clause.

unreasonably withheld.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien of take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the firm to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a agrees in writing to the payment of the obligation, a cured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defender's opinion operate to prevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien or forfeiture of any parevent the enforcement of the lien of the lien and the lien of the lien of the lien and the lien and the lien and the lien and the lien of the lien and t receipts evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a)

Borrower shall promptly discharge any lies which has priority over this Security Instrument unless Borrower: (a)

pay them on time directly to the person was payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Bo rower makes these payments directly, Borrower shall promptly furnish to Lender Note; third, to amounts payable under paragraph 2; fourterest due; and fast, to principal due.

\*\*Charges; Liens.\*\* Bot tower shall pay all taxes, charges, fines and impositions attributable to the Property which may attain private over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall payable to the contribution of the contributions and the contribution of the co

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall oc applied: first, to late charges due under the Note; second, to prepayment charges due under the

any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately Ender, any Funds held by Lender at the time of application as a creast against the sums secured by this Security Instrument. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

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

at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any 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 future monthly payments of Funds payable prior to

this Security instrument.

purpose for which each debit 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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the 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. Unless an agreement is made or applicable law Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums; anay. These items are called "eserow items." Lender may estimate the Funds due on the to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. Funds for Taxes and Insurance. 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 Note and any prepayment and late charges due under the Note. 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

# UNOFFICIAL CORY 4

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 I ender 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, en ler 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 an ortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower's fall 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 mostly (mortization 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 penefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants 2nd 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 ut der 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 increst or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, tien: (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

If enactment ev expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. rendering any provision of the Note or this Security Instrument unenforcable 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

14. Notices. Any notice to Borrower provided for in this Security Institute at 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 cotice 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 of Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal aw and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Scourity 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 in a rument 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. I ender 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 for 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) pass 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 I ender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's oblights in to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Horrower, 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

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 37 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before 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. Waire: 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 coverage and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument. [Check applies ofe box(es)]	•	•
X Adjustable Rate Rider	Condominium Rider	2-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	er
Other(s) (specify)		
BY SIGNING BELOW, Borrower Instrument and in any rider(s) executed by	accepts and agrees to the terms and c	ovenants contained in this Security
	BARBARA A. CON  EFFIE A. GUTSI  Space Below This Line for licknewledgment!	Intakall (Seal
THIS INSTRUMENT WAS PREPARED B KELLEY KARAMANOS	Yı Yı	
COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC. 1211 W. 22nd STREET, SUITE 727	20	
OAK BROOK, ILLINOIS 60521	į,	5UN 600

State of Illinois. do hereby certify that . BARBARA A. CONDY, DIVORCED AND NOT SINCE REMARRIED AND EFFIE A. GUTSHELL .... A. SPINSTER..... personally known to me to be the same person(s) whose name(s) ... ARI. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that .  ${f T}$  he  ${f Y}$  , signed and delivered the said instrument as . . . . . . . THE IR . . free and voluntary act, for the uses and purposes therem set forth. Given under my hand and official seal, this . 28TH DAY OF DECEMBER . . . . . 19.87 . . . . Mane Co Estitue My Commission expires " OFFICIAL SEAL "
DIANE C. EITRHEIM
HOTARY PUBLIC, STATE OF ILLINOIS MY POWMISSION EXPIRES 10/21/90





### **ADJUSTABLE RATE RIDER**

(1 Year Index - Interest Rate Caps)

•	Loan Number:06D-007811-51
incorp ''Secui Note (i	ADJUSTABLE RATE RIDER is made this
1848-1441	5719 W. PATTERSON AVENUE, CHICAGO, ILLINOIS 60634 [Property Address]
ti	the Note contains provisions allowing for changes in my interest rate and monthly payments. The Note limits are amount the borrower's interest rate can change at any one time and the maximum rate the Borrowers must say.
	IONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower nder further covenant and agree as follows:
The No	EREST RATE AND MONTHLY PAYMENT CHANGES  on provides for an initial interest rate of
	Change Dates The interest rate I will pay may change on the first day of
(8)	The Index  Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the monthly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."
	If the index is no longer available, the Note Holder will choose a new index which is bised upon comparable information. The Note Holder will give me notice of this choice.
•	Calculation of Interest Rate Changes  Before each Change Date, the Note Holder will calculate my new interest rate by adding Tio AND THREE.  Spercentage points (2_75%) 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%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date
	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. The result of this calculation will be the new amount of my monthly principal 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 9.875 % or less than 5.875 %. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.950 %.

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(E) 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.

(F) Notice of Changes

R-014

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 the intended 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 ican as well as all closing conditions, the Lender will not allow the assumption. Lender may require immediate payment in juli of all sums secured by the Security Instrument if Lender, following the quidelines set forth above, can not approve the transferee or the transferee fails to meet all closing conditions and therefore Lender does not allow the assumption, but Borrower nevertheless proceeds with the sale or transfer to an unapproved transferee."

"To the extent permitted by applicable law, Lender may charge a reasonable assumption fee as a condition to Lender's consent to the loan assumption. That assumption fee shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the clare of the sale or transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lander and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Institution. 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 is 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 Borrower in writing

"If 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 to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument sylthout further notice or demand on Borrower,"

	( S. These	Balbara A. Condy BARBARA A. CONDY		Rider. (Seal)
	Witness	BARBARA A. CONDY  Effic A. Cutskal  EFFIE A. GUTSHELL  E.S.	L Borrower	(Seal)
	BOX 233			(Seal) O
CB-34 Form \$54U 28 (II 82)	Page	2 of 2	Borrower	