

# UNOFFICIAL COPY

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87110775

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 25  
1987. The mortgagor is MALCOLM L. MORRIS AND TERRY ANN MORRIS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE BANK AND TRUST COMPANY  
OF ARLINGTON HEIGHTS  
which is organized and existing under the laws of UNITED STATES OF AMERICA , and whose address is  
900 EAST KENSINGTON ROAD  
ARLINGTON HEIGHTS, ILLINOIS 60004  
("Lender").  
Borrower owes Lender the principal sum of  
ONE HUNDRED EIGHT THOUSAND AND NO/100

Dollars (U.S. \$ 108,000.00). 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 MARCH 1, 2017 . 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 11 IN BLOCK 1 IN LEXINGTON VILLAGE, UNIT NUMBER 1, A SUBDIVISION  
OF PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 22, AND PART  
OF THE WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 23, TOWNSHIP 41  
NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN VILLAGE OF  
SCHAUMBURG, IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 24238569,  
RECORDED ON DECEMBER 15, 1977, IN COOK COUNTY, ILLINOIS.

07-22-402-014

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which has the address of 336 CARMELHEAD

(Street)

Illinois

60193

("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

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VMP MORTGAGE FORMS • (313) 792-4700

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Form 3014 12/83



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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 sum 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 steps 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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2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay any taxes and insurance premiums, if any. These items are called "escrow items." Lender may estimate on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds"), equal to the principal of and interest on the debt evidenced by the Note and late charges due under the Note.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due any amounts due under the Note and any prepayment fees due under the Note.

The principal of and interest on the debt evidenced by the Note and late charges due under the Note.

**The Funds shall be held in an institution the depositories of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items, at Borrower's option, either promptly to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Secuity instrument, plus the amount of the Funds held by Lender in one or more escrow items, any amount necessary to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount nec-**

essary to Lender to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount necessary to pay the escrow items when due, unless at Borrower's option, either promptly to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Secuity instrument, plus the amount of the Funds held by Lender in one or more escrow items, any amount necessary to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount nec-

essary to Lender to make up the deficiency in one or more escrow items when due, unless at Borrower's option, either promptly to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Secuity instrument, plus the amount of the Funds held by Lender in one or more escrow items, any amount necessary to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount nec-

**The Funds shall be held in escrow and applied to pay the escrow items. Lender shall make any agreement to pay the escrow items when due, unless at Borrower's option, either promptly to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Secuity instrument, plus the amount of the Funds held by Lender in one or more escrow items, any amount necessary to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount nec-**

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragaphs 1 and 2 shall be pro rata; under the Note, to late charges due under the Note; second, to prepayment received by Lender; third, to amounts payable under the Note; and last, to principal due.

**Note;** Upon payment of the Note in full, Lender shall pay to Lender any Fund held by Lender to make up the deficiency in one or more escrow items when due, unless at Borrower's option, either promptly to Borrower or credited to Borrower on monthly payments of Funds. If the due dates of the escrow items held by Lender, together with the future monthly payments of Funds payable prior to this Secuity instrument, plus the amount of the Funds held by Lender in one or more escrow items, any amount necessary to make up the deficiency in one or more escrow items when due, Borrower shall pay to Lender any amount nec-

**4. Charges; Liens.** Note; to amounts payable under the Note; first, to late charges due under the Note; second, to prepayment received by Lender; third, to amounts payable under the Note; and last, to principal due.

**5. Hazard Insurance.** Borrower shall keep the term "extended coverage" and any other hazards for which Lender insures against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender insures separately providing the insurance shall be acceptable to Lender and renewals shall include a standard mortgage clause, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of repair unless Lender and Borrower fail to perform the covenant and agreement of Lenders Rights in the Property. If Borrower fails to perform the covenant and agreement of Lenders Rights in the Property, Lender does not have to do so.

**6. Preservation and Disposition of Property; Leasesolds.** Borrower shall not damage or sublease or lease little shall not merge unless Lender agrees to the merger writing.

**7. Protection of Lenders; Rights in the Property; Mortgage Insurance.** If Borrower fails to pay the property tax, insurance premium, unless Lender may take action in court, paying reasonable attorney's fees and entitling on the property to recover 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 the date of disbursement by Lender. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this instrument, excepting in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this instrument or rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights (restitutions), then rights in the Property in blank may be signed by Lender to Lender does not have to do so. Although instrument, applying reasonable attorney's fees and entitling on the property to recover this property to the extent necessary to protect the property to Lender does not have to do so.

**8. Covenants and Agreements contained in this Security Instrument are enforceable by Lender notwithstanding any provision to the contrary in any other document.** Lender may take action in court, paying reasonable attorney's fees and entitling on the property to recover 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 the date of disbursement by Lender. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this instrument, excepting in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this instrument or rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights (restitutions), then rights in the Property in blank may be signed by Lender to Lender does not have to do so.

**9. Security Instruments.** Unless Borrower and Lender under this Paragraph 7 shall bear interest from 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 the date of disbursement by Lender. Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this instrument, excepting in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this instrument or rights in the Property, then Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights (restitutions), then rights in the Property in blank may be signed by Lender to Lender does not have to do so.

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of FEBRUARY , 19 87, 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 Adjustable Rate Note (the "Note") to THE BANK AND TRUST COMPANY OF ARLINGTON HEIGHTS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

336 CARMELHEAD, SCHAUMBURG, ILLINOIS 60193  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**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

The Note provides for an initial interest rate of 8.625 %. 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

The interest rate I will pay may change on the first day of APRIL , 19 88, and on that day every 12th 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 "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 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 based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.500 %) 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 limits 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 payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.625 % or less than 6.625 %. Thereafter, my interest rate will never be increased or decreased on any single 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 13.625 %, NOR LOWER THAN 3.625%.

#### (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

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. 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 (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. Lender also shall not exercise this option if: (a) Borrower causes 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; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Borrower  
(Seal)

Rider.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Adjustable Rate

TERRY ANN MORRIS

MALCOLM J. MORRIS

Malcolm J. Morris

Rider.

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Adjustable Rate

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower. Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower. Lender must pay all sums secured by this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower. 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedy permitted by this Security Instrument without further notice or demand on Borrower.

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