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CAP—CORPORATE FORM—TREASURY BILL INDEX

This instrument was prepared by:

87118136

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 MAR -4 PM 12:33

87118136

KENNETH KORANDA
(Name)
1001 S. WASHINGTON
(Address)
NAPERVILLE, IL 60566

Box 15

ADJUSTABLE RATE MORTGAGE FOR MIDAMERICA FEDERAL SAVING'S CAP LOAN

THE INTEREST RATE AND MONTHLY PAYMENT ARE ADJUSTED ANNUALLY

THIS MORTGAGE is made this 23rd day of JANUARY,
19 87, between the Mortgagor,

CARLSON EQUITIES

a partnership organized and existing under the laws of the STATE of ILLINOIS

(herein "Borrower"), and the Mortgagee, MidAmerica Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1001 S. WASHINGTON ST., NAPERVILLE, ILLINOIS 60566 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the "Current Principal Sum" of ONE HUNDRED THIRTY THOUSAND AND NO/100----- Dollars, which indebtedness is evidenced by Borrower's Adjustable Rate Note dated JANUARY 23, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2007.

Terms and provisions of said Note secured by this Mortgage, provide for increasing the Current Principal Sum stated above by adding to said indebtedness all Future Advances including advances to secure the performance of the Borrower's obligations contained herein, which Future Advances are made to the Borrower at the Lender's option prior to release of this Mortgage.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, all Future Advances, including advances to secure performance of the Borrower's obligations contained herein, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

**LOTS 1 AND 3 IN BLOCK 4 IN H.O. STONE AND COMPANY'S ADDITION TO
LA GRANGE PARK, BEING A SUBDIVISION (EXCEPT RAILROAD LAND CONVEYED TO
THE CHICAGO, HAMMOND & WESTERN RAILROAD AND THE CHICAGO WEST TOWN
RAILROAD AND THE INDIANA HARBOR BELT RAILROAD AND THE SUBURBAN RAILROAD)
OF THE EAST HALF OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 12,
EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF
RECORDED MARCH 29, 1934 AS DOCUMENT NO. B338801, IN COOK COUNTY, ILLINOIS.**

TP
BAO

13 00

LOT 2

15-33-005-002

15-33-005-001 LOT 1

which has the address of 800-804 E. 31st STREET, (Street) LA GRANGE PARK, (City)
ILLINOIS 60525 (State and 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, water rights, and water stock, 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 herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 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 authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof 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 the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall 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 perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or 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 hereof.

7. Protection Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender 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. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. 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.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Default and Acceleration. If default be made in the payment of any installment of principal or interest as aforesaid, or in the case of the breach of any of the covenants or agreements stipulated in this Mortgage given to secure repayment of the Note, or in the event that the legal or equitable title of any property or part thereof described herein becomes vested in a person other than the Borrower named herein, or in the event of assignment, sale, transfer, pledge, or mortgage of the beneficial interest of a land trust securing an interest in the property described herein to anyone other than the undersigned Borrower, or in the event of an installment sale of the property described herein, or if any monthly installment under the Note secured hereby or any other note secured by a mortgage which is superior to this Mortgage is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding including any accrued interest thereon shall at once become due and payable at the option of the Lender. The date specified shall not be less than thirty days from the date such notice is mailed. The Lender may exercise this option to accelerate during any default by Borrower, regardless of any prior forbearance. The Lender has the right to advance payments on any other note secured by a mortgage which is superior to this Mortgage. If suit is brought to collect the Note secured hereby the Lender shall be entitled to collect all reasonable costs and expenses of suit including but not limited to reasonable attorney's fees.

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1. It is the intent of the Note the Borrower and Lender to enter into a Mortgage Loan authorized by the provisions of Title 12, Code of Federal Regulation, Section 545.33(c).

A. DESCRIPTION OF THE ADJUSTABLE RATE NOTE WHICH THIS MORTGAGE SECURES

2. By the terms of the Note the Borrower is indebted to the Lender for the original principal sum stated on the first page of this Mortgage.

3. Said sum additional sums added to principal by reason of Future Advances authorized herein.

4. The Borrower has the right to prepay at any time in full or in part, the unpaid principal balance of the loan which is secured by this Mortgage.

5. The Note provides for an initial interest rate of **8.50%**.

(A) Change Dates

The interest rate Borrower will pay may change on the first day of **MARCH 19, 1988**, and on that day every 12th month thereafter. Each date on which Borrower's interest rate could change is called a "Change Date".

(B) The Index

Borrower's interest rate will be based on an index, the "Index", to the nearest one-half percentage point (**0.125%**). Subject to the Current Index, The Note Holder will determine the monthly payment before calculating the new interest rate.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate Borrower's new interest rate by adding the current index as of the first Change Date to the current interest rate of Borrower's new index.

(D) Limit on Interest Rate Changes

The interest rate Borrower is required to pay at the first Change Date will not be greater than **10.50%** or less than **8.50%**. The interest rate Borrower's new interest rate will never be greater than **14.50%** or less than **7.50%**.

(E) Effective Date of Changes

Payments beginning on the first monthly payment, due after the Change Date until the amount of Borrower's monthly payment begins to exceed the new interest rate will become, effective on each Change Date, Borrower will pay the amount of Borrower's new monthly payment before the Note Holder will deliver or mail to Borrower a notice of any changes in Borrower's interest rate.

(F) Notice of Changes

The Note Holder will include information regarding the new interest rate in the monthly payment statement to the Note Holder.

6. The Note which this Mortgage secures provides that, the outstanding principal balance of the loan will be reduced annually before the effective date of any change, the monthly payment will be increased by law to be given Borrower a monthly payment before the effective date of any changes in Borrower's interest rate.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day due, funds held by Lender to make up the deficiency which may result from the date notice is mailed by Lender to Borrower requesting payment thereof.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied first to the Note, then to the principal of amounts payable to Lender by Borrower under Paragraph 2 hereof, then to interest payable on the Note, then to taxes, assessments or other charges, then to interest and principal on any future Advances.

4. Charitable Contribution of Payments. Lender shall be entitled to receive a credit against principal of the Note for amounts due under this Mortgage, by Borrower shall keep the improvements now existing or hereafter erected on the Property against loss by fire, such manner, by Borrower making the insurance policy chosen by Lender subject to approval by Lender, provided, that such sums secured by this Mortgage.

5. Hazard Insurance. Borrower shall keep the insurance policy chosen by Lender subject to the amount of such coverage exceeded for such periods as may require; provided, that Lender shall have the right to hold the policies and renewals notes and all receipts of paid premiums, in the event of loss, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums, in the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

The insurance carrier providing the insurance policy shall be liable to the Lender for the amount provided under paragraph 2 hereof or, if not paid in full, to the amount of such coverage exceeded for such periods as may require; provided, that Lender may make proof of loss if not made promptly by Borrower.

6. The Note shall be applied within the term, "extended coverage", and such other hazards as provided in the property insurance clause in favor of and such sums secured by this Mortgage.

7. All insurance policies and renewals thereto shall be in form acceptable to Lender and renewals thereof, and Borrower shall include a standard mortgage clause in favor of and all renewals notes and all receipts of paid premiums, in the event of loss, Borrower shall promptly furnish to Lender.

8. All insurance policies and renewals thereto shall be in form acceptable to Lender, provided, that Lender shall give prompt notice to the insurance carrier and Lender.

9. All insurance policies and renewals thereto shall be in form acceptable to Lender, provided, that Lender shall give prompt notice to the insurance carrier and Lender.

10. All insurance policies and renewals thereto shall be in form acceptable to Lender, provided, that Lender shall give prompt notice to the insurance carrier and Lender.

11. The Note shall be applied within the term, "extended coverage", and such other hazards as provided in the property insurance clause in favor of and all renewals notes and all receipts of paid premiums, in the event of loss, Borrower shall promptly furnish to Lender.

12. All insurance policies and renewals thereto shall be in form acceptable to Lender, provided, that Lender shall give prompt notice to the insurance carrier and Lender.

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