

THIS INSTRUMENT PREPARED BY:
RAMONA R. BARRETT
ANCHOR MORTGAGE SERVICES, INC.
1008 E. RAND ROAD
MOUNT PROSPECT IL 60056

UNOFFICIAL COPY

149567

87149657

[Space Above This Line For Recording Data]

086096016

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onMARCH 17, 1987.... The mortgagor isWILLIAM J. BERNARDO AND SHARON M. BERNARDO, HIS WIFE..... ("Borrower"). This Security Instrument is given toANCHOR MORTGAGE SERVICES, INC., which is organized and existing under the laws ofNEW JERSEY....., and whose address is1460 VALLEY ROAD, WAYNE, NEW JERSEY 07470..... ("Lender"). Borrower owes Lender the principal sum of .NINETY FIVE THOUSAND AND NO/100..... Dollars (U.S. \$95,000.00----). 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 onAPRIL 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 inCOOK..... County, Illinois:

LOT 7 IN LAKE BRIARWOOD UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

TAX I.D.#: 08-22-200-058

ACO 11

259657

which has the address of ...2714 BRIARWOOD DRIVE WEST....., ARLINGTON HEIGHTS, IL 60004
(Street) (City)

Illinois60004..... ("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.

UNOFFICIAL COPY

87149657



NON-UNIFORM COVENANTS, Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerating 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 date acceleration is required to cure the default; (d) that failure to cure the default on or before the date specified in the notice may result in the enforcement of the Borrower's rights to repossess after acceleration and sale of the property. The notice shall further specify the date of acceleration and the date proceeding by judicial sale, by which the default must be cured or before the date specified in the notice, Lender at its option and foreclosure, if the notice is not cured on or before the date specified in the notice, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without further demand and collection, fees, and interest to the sum secured by this Security Instrument of the amounts paid by the Borrower to the receiver, but not limited to, receiver's fees, premiums on bonds and assignable debts, fees, and interest to the sum secured by this Security Instrument.

22. Waiver of Foreclosure. Borrower waives all right of homestead exemption in the property.

23. Rider 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

24. Rider 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

25. Other(s) [Specify] _____

Adjustable Payment Rider Plain Old Unit Development Rider
 Graduated Payment Rider condominium Rider 2-4 Family Rider
 Adustable Rate Rider Condominium Rider Other(s) [Specify] _____

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security

Instrument and in any rider(s) executed by Borrower and recorded with it.

State of Illinois, County of Cook, a Notary Public in and for said county and state, do hereby certify that WILLIAM J. BERNARDO AND SHARON M. BERNARDO, HIS WIFE, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of March, 1987.

SHARON M. BERNARDO
 WILLIAM J. BERNARDO
 (Seal)

My Commission expires: 10-10-87

[Space Below This Line for Acknowledgment]
 SHARON M. BERNARDO
 WILLIAM J. BERNARDO
 (Seal)
 Borrower
 Signature _____

REPORT-A-RECORDING
 151111 TELM 2829 02/20/87 99-113-08
 414-25
 414-25

UNOFFICIAL COPY

7

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 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 leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage 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.

The Funds shall be held in an institution the deposits or accounts 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. 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 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 purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, 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 amount necessary to make up the deficiency in one or more payments as required by Lender.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority 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 them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien 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 notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. 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 Borrower.

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

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the 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. 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 Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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.

UNOFFICIAL COPY

18. Borrower's Right to Release. 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 enjoining this Security Instrument. Those conditions are that Borrower pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; or (c) cure of any other deficiencies or arrears within 15 days after notice of non-payment or default by Borrower to pay the sums secured by this Security Instrument, unless Borrower has been given a reasonable opportunity to do so. Payment of all sums which then would be due under this Security Instrument and the Note shall be made to the Lender.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 law without further notice or demand on Borrower.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred without 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. Nevertheless, Lender may, at its option, exercise this option if Borrower fails to make a payment when due or if Borrower commits a material breach of any term of this Agreement or any other agreement between Borrower and Lender.

Note can be given effect without the constricting provisions. To this end the provisions of this Security Instrument and the which shall be severable.

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 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given in writing to the address set forth above or to such other address as Borrower may designate in writing.

13. Legislation Against Render's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and invoke any remedies permitted by paragraph 9. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of this instrument.

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 mainly interpreted so that the collector of 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 to the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed the permitted limits will be refundable to Borrower. Lender may sue to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refinancing reduces principal, the reduction will be treated as partial prepayment without any prepayment charge under the Note.

Instruments that do not exactly fit the No. (c). (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 only to the extent necessary to secure the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums of this Security Instrument only to the extent necessary to secure the terms of this Security Instrument.

of the individual Borrower or his Successor in Interest. Any holder in due course of any instrument shall not be a waiver of or preclude exercise of any right or remedy by the Lender in respect of such instrument. Any holder in due course of any instrument shall not be liable for any defect in title or for any non-delivery of goods.

intended for Borrower's use, no, operate to release the original Borrower or its successors in interest of the liability of the Borrower under this Agreement, and the Borrower shall not be required to pay any amounts due under this Agreement to any other party.

to the sums secured by this Security Instrument, whether or not then due.

If the property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condemned offers to make an award or settle a claim for damages, Borrower fails to respond to Lender's notice 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 to payment of the property or

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 the fair market value of the Property immediately before the taking. Any balance shall be assigned and shall be paid to Lender.

In Leeward Requiring Premiums in Accordance with Borrower's Agreement to Make in Effect Until Such Time as This Security Instrument for the Insurance Premiums Required to Maintain the Insurance in Making the Loan Secured by This Security Instrument.

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER

(3 XX Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 17th day of MARCH , 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 ANCHOR MORTGAGE SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2714 BRIARWOOD DRIVE WEST, ARLINGTON HEIGHTS, ILLINOIS 60004

[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 7.95 %. 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 90 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date." 36th WTB SMB

(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 $\frac{1}{2}$ 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 THREE QUARTER percentage 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 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 9.95 % or less than 5.95 %. 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 36 months. My interest rate will never be greater than 12.95 %. 36 WTB SMB

(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.

UNOFFICIAL COPY

Property
Book County Clerk's Office

Rider.
By SIGNING BELOW, Borrower Accepts and Agrees to the terms and conditions contained in this Adjustable Rate
Loan.

SHARON M. BERNARDO
Borrower
(Seal)

WILLIAM J. BERNARDO
Borrower
(Seal)

William H. Bernardo
Borrower
(Seal)

SHARON M. BERNARDO
Borrower
(Seal)

WILLIAM J. BERNARDO
Borrower
(Seal)

SHARON M. BERNARDO
Borrower
(Seal)

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration, 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.

87149857