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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 7,
19 87 The mortgagor is PATRICK G. BROWN, A bachelor

("Borrower"). This Security Instrument is given to EASTERN AIRLINES EMPLOYEES FEDERAL CREDIT UNION which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is P.O. Box 028532, Miami, Florida 33102 ("Lender"). Borrower owes Lender the principal sum of Forty Thousand

Dollars (U.S. \$ 40,000.00). 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 May 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 58 (except that part thereof lying West of a line 50 feet east of and parallel with the West line of Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, condemned for widening Western Avenue), in Nasland's Addition to Chicago (West of Lincoln Avenue) in Section 18, Township 40 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded July 8, 1890 as Document Number 1299550, in Cook County, Illinois

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which has the address of 4515 N. Western Ave [Street] Chicago [City]
Illinois 60621 ("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.

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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 improvement, 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.

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18. Borrower's Right to Remitiate. 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; or (b) entry of a judgment enforcing this Security Instrument, before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (c) entry of a judgment purposing to enjoin Borrower from commencing or continuing any action or proceeding against the Property or the Note, or any other action or proceeding which would be due under this Security Instrument and the Note had no acceleration occurred; (d) payment of any other amounts which would be due under this Security Instrument and the Note had no acceleration occurred; (e) payment of all expenses incurred in enforcing this Security Instrument; or (f) payment of attorney's fees, costs and expenses of any other court proceedings or proceedings before any administrative agency or authority, or any other proceedings or proceedings before any other tribunal, including, but not limited to, leases, bonds, attorney's fees, and (d) makes such action as Lender may reasonably require to assure that the item of this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain fully enforceable. Upon reinstatement by obligator to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain fully enforceable. Upon reinstatement by obligator to pay the sums secured by this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument shall remain fully enforceable. However, this section shall not apply in the case of acceleration under paragraphs 13 or 17.

If Lennder exercises this option, Lennder 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, Lennder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Beneficial Interest in Borrower is sold or transferred to a third party, the Lender may require immediate payment of the entire principal amount of the Note and all other amounts due under this Note.

15. **Covering Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument is unconstitutional or otherwise ineffective, such conflict shall not affect other provisions of this Security Instrument or the Note. Note conflicts with applicable law, such conflict shall not affect any provision of this Security Instrument which can be given effect without the conflict being unconstitutional. To the extent that any provision of this Note is unconstitutional or otherwise ineffective, it shall be severed from the rest of this Note and the Note will remain in full force and effect.

16. **Borrower's Copy.** Borrower shall be given one complete copy of the Note and of this Security Instrument. Note are deemed to be severable.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing by mail to first class mail unless otherwise provided for in this Security Instrument or by delivery in person to Borrower at the address set forth above. Any notice to Lender shall be given in writing to Lender's address set forth above or to Lender's address as provided for in this paragraph.

13. **Legislation on Affirmative Action:** The Canadian government has passed laws that prohibit discrimination based on gender, race, ethnicity, and other factors. These laws require employers to take affirmative action to ensure equal opportunities for all employees.

12. Loan Charges. If the loan secured by title 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, (here: (a) any such loan charge shall be reduced necessarily to reduce the charge to the permitted limit; and (b) any sums already collected from the borrower to reduce the charge to the permitted limit), Lender may choose to make this refund by reducing the principal owed under the Note or by returning any prepayment charge to Borrower. The Note will be treated as a partial prepayment without further notice.

11. Successors and assigns, joint and several liability. - This Section shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrowers' convenants and agreements shall be joint and several. Any Borrower who co-signs this instrument shall be liable under this instrument and shall be liable to the same extent as Lender.

10. Borrower Not Responsible For Damage Caused By Lender Not A Lawyer. Extension of the time for payment of principal or interest due to the negligence of the attorney who prepared the documents shall not be a waiver of or excuse for any right or remedy.

Even if Leader is authorized to collect and apply the proceeds, it is option, which is to restore or repair of the property to the sum secured by this Security Instrument, whether or not then due.

If property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to pay to Borrower.

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

11. **Borrower shall pay** the premiums in accordance with Borrower's and Lender's written agreement in effect until such time as the requirements for the insurance terminate in accordance with the terms of this section.

12. **Borrower shall pay** the premium required to maintain the insurance in effect until such time as the requirements for the insurance terminate in accordance with the terms of this section.

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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 without further notice or demand on Borrower.

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


PATRICK G. BROWN (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Property of Cook County Clerk's Office

Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or Beneficial Interest in Borrower is sold or transferred to a natural person (or if a beneficial interest in Borrower is sold or transferred to a written concern), Lender's security interest in this Security Instrument is sold or transferred to the transferee. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. Lender's rights under this paragraph are in addition to all other rights and remedies available to Lender under this Security Instrument and the Law.

I, 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.

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 date of my change.

(E) Effective Date of Changes
Interest rate will never be greater than 12.5 %.

5. The interest rate of 12.5% from the first Change Date will not be greater than 9.5 % or less than 7.5%. The interest rate will never be increased or decreased on a single Change Date by more than two percentage points (2.0%). From the date of increase or decrease I have been paying for the previous twelve months. My interest rate will never be greater than 12.5 %.

Writing Readiness for Kindergarten

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2,500 percentage points (2.5000 %) 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 roundabout amount will be my new interest rate until the next Change Date.

(C) Calculation of Changes
in the number of chromosomes

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable current indices.

Beginning with the first Change in Base 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

The interest rate I will pay [and] change on the first day of June 1, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

The Note provides for an initial interest rate of 7.5%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate of monthly payments, as follows:

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

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.

THIS ADJUSTABLE RATE RIDER IS MADE THIS 1st DAY OF APRIL, 1987, AND
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 EASTERN AIRLINES HOLDING CREDIT UNION
("SECURITY INSTRUMENT") OF THE SAME DATE GIVEN BY THE UNDERSIGNED (THE "BORROWER") TO SECURE BORROWER'S ADJUSTABLE
RATE NOTE (THE "NOTE") TO EASTERN AIRLINES HOLDING CREDIT UNION
THE SECURITY INSTRUMENT AND LOCATED AT: 4515 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60625
(THE "LENDER") OF THE SAME DATE AND COVERING THE PROPERTY DESCRIBED IN
PROPER ADDRESS]

(1 Year Treasury Index—Rate Caps)