RECORD AND RETURN TO: CITY FEDERAL SAVINGS BANK C/O CITYFED MORTGAGE COMPANY 100 NORTHWEST POINT ELK GROVE VILLAGE, IL 60007

PREPARED BY:

87228398

SILl

(Space Above This Line For Recording Data)

LOAN NUMBER: 1169017 BORROWER: ODEESH

**MORTGAGE** 

BORROWER: ODEES PROGRAM: D39

THIS MORTGAGE ("Security Instrument") is given on APRIL 24TH, 1987
The mortgagor is ORAHA ODEESH AND SHIMOUNI ODEESH, HUSBAND AND WIFE, AND
JAKLIN OPHER UNMARRIED

ORAHA ("Borrower"). This Security Instrument is given to City Federal Savings Bank, which is organized and existing under the laws of the United States of America, and whose address is 600 BELMONT DRIVE IN

SOMERSE!, NEW JERSEY 08873

ONE HUNDRED THOUSAND AND Dollars (U.S. 5 100,000,00 ). This debt is evidenced by Perrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full rebt, if not paid earlier, due and payable on MAY 1ST 2017

This Security Instrument secure, 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? 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 bereby mortgage, grant, and convey to Lender the following described property located in

COOK

LOT 26 IN ELM LEE STREET, CICERO AVENUE SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 5 IN ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 10-21-223-005

BHO M-

which has the address of 4843 W. LEE

IStreet)

Illinois

60076

("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 seized 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—FRIMA/FHLING UNIFORM INSTRUMENT

Form 3014 12/83

\$17.00 MAIL

SKOKIE

-87-225038

515-257-03-0686 (Front)

# **UNOFFICIAL COPY**

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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 again at the sums secured by this Security Instrument.

3. Application of Payr ents. 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 ower, 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 limit, 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 ien 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 when this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take line 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 or 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, the nower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall 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 le 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 eyess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the restorance 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 use 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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occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17. Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by 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 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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

federal law as of the date of this Security Instrument. 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 shalt not be exercised by Lender if exercise is prohibited by

Not: are declared to be severable. jurisdiction in which the Property is located. In the event that any provision or clause of this Scurity Instrument or the Mote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Mote which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the

in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by 6.0. at law and the law of the 15. Coverning Law; Severability. The super that any provision or clause of this S.curity Instrument or the

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided first class mail to Lender's address stated herein or any other address Lender designater or notice to Borrower. Any notice Property Address or any other address Borrower designates by motice to Lender. Any motice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another me.n.d. The notice shall be directed to the

14. Notices. Any notice to Borrower provided for in this Security instruction shall be given by delivering it or by 71 Aqsagsasq

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 rendering any provision of the Mote or this Security Instrument unenfor cable according to its terms, Lender, at its option, Legislation Affecting Lender's Rights.

If enactment of expiration of applicable laws has the effect of connection with the loan raced the permitted limits, h.m. (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of by making a direct payment to Borrower. It a clund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges.

that Borrower's consent. 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 Instrument but does not execute the Poole: (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 11. Successors and Assign's Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bird and bencessors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants a lid agreements shall be joint and several. Any Borrower who co-signs this Security

shall not be a waiver of or preclude the exercise of any right or remedy. by the original Borrower or Barrower's successors in interest. Any forbearance by Lender in exercising any right or remedy Lender shall not be requi ed to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise, not ify amortization of the sums secured by this Security Instrument by reason of any demand made

interest of Borrow, a stall not operate to release the liability of the original Borrower or Borrower's successors in interest. modification of a no direction of the sums secured by this Security Instrument granted by Lender to any successor in postpone the disciplant the monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

10. Bolvoint Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or to the sums secured by this Security Instrument, whether or not then due.

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 If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to

before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by Instrument, whether or not then due, with any excess paid to Berrower. In the event of a partial taking of the Property. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

assigned and shall be paid to Lender. 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

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument,

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#### ADJUSTABLE RATE RIDER

(3 Year Treasury Index-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this .2418. day of
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 Adjustab Rate Note (the "Note") to CITYFED MORTGAGE COMPANY
(the "Lender") of the same date and covering the property described
the Security Instrument and located at:
4843 W. LEE, SKOKIE, ILLINOIS 60076
[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 MINIMUM AND MAXIMUM RATES THE BORROWER MUST PAY.

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

#### A. INTEREST FATE AND MONTHLY PAYMENT CHANGES

The Note provides (or in initial interest rate of .....9:00...%. 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

#### (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 (djusted to a constant maturity of 3 years, 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 Ander 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

The Note Holder will then determine the amount of the monthl, 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

#### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of n vine v monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly cayment 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 all 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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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.

> .... (Scal) ORAHA ODEESH

SHIMOGNI ODEESH Property of Cook County Clerk's Office

### LOAN NUMBER: 11690 7 NOFFICIAL OBORROWER: ODEESH 1-4 FAMILY RIDER PROGRAM: D39

Assignment of Rents

THIS 1.4 FAMILY RIDER is made this 24TH day of APRIL....., 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 Note to City Federal Savings Bank(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4843 W. LEE ., SKOKIE, IL 60076 .....

Property 655'ess'

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY: COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its 20ning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE I. ENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURASCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to excepte new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Jostrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower uncondinoually assigns the transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrumen'. Forrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. To's assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a briach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

By Signing Below, Borrower accepts and agrees to the terms and provisions in this 1-4 Family Rider.

(Seal)

ORAHA ODEESH

SHIMDENI ODEE SH

(Seal)

SHIMOUNI ODEESH

(Seal) Borrower

JAKLIN QUEESH ORAHA

(Seal)