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Box 15
3/23/91

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 1ST**
19 87 The mortgagor is **\$16.00**
DONALD L. ARCERT, HUSBAND and OLIVIA ARCERT, WIFE

("Borrower"). This Security Instrument is given to
DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION,
which is organized and existing under the laws of **UNITED STATES OF AMERICA**, and whose address is
745 DEERFIELD ROAD DEERFIELD, ILLINOIS 60015
(“Lender”).

Borrower owes Lender the principal sum of **THREE HUNDRED THOUSAND AND NO/100**

Dollars (U.S. \$ 300,000.00). 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 **JUNE 1ST, 2002**. 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 8 IN INVERLAKE SUBDIVISION UNIT NO. 1, BEING A SUBDIVISION OF
PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 42 NORTH, RANGE
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1978 AS DOCUMENT
24,770,992.

Please Return Attached To:
DEERFIELD FEDERAL SAVINGS
& LOAN ASSOCIATION
745 Deerfield Road
DEERFIELD, ILLINOIS 60015

Attn. _____ Dr. No. 109168

Box 15

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239
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P.I.N. 02-07-202-032 *BC*

which has the address of **1314 GLENMORE COURT**

INVERNESS

Illinois **60010** (Zip Code)

(“Property Address”);

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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17. THE MURKINSHI WAS PREPARED BY
18. THE MURKINSHI'S ADDRESS AND LOAN ASSOCIATION
19. BEECHFIELD ROAD, DERRIEBIL, LILLEHILL 60015

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/2/90

My Commission expires:

L861. May 1 day of 1881

51

I, the undersigned,
do hereby certify that Donalac L. Aceri and Divina Aceri,
a Notary Public in and to said County and State,
do hereby certify that Donalac L. Aceri and Divina Aceri,
personally known to me to be the same person(s) whose name(s) are
wife,
, personally known to me to be the same person(s) whose name(s) are
wife,
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 herein

STATE OF ILLINOIS.

County ass:

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Donald L. Arceri
DONALD L. ARCRETI
—Borrower
—Seal()
Olivia Arceri
OLIVIA ARCRETI
—Borrower
—Seal()

By SIGNING BELOW, Borrower, excepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by the owner and recorded with it.

KX Other(s) [Specify] CALL OPTION RIDER

Graduated Payment Rider Planned Unit Development Rider

Condominium Rider Adjustable Rate Rider Family Rider

Condominium Rider

22. **Waiver of Homestead.** Borrower waives all right of homestead except 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 coverings of each such rider shall be incorporated into and shall amend and supplement the coverings of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

20. Lemder in Possession. Upon acceleration of the Property and at any time prior to the expiration of any period to center upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lemder or the receiver shall be applied first to payment of the costs of managing the Property and collection of rents, including, but not limited to, Lemder's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lemder shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Acceleration of Remedies, Lender shall give notice to Borrower prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date given to Borrower, by which the default must be cured; and (d) that failure to do so will result in the acceleration of the note. Notice to Borrower shall be given at least 30 days from the date the notice is given to Borrower, by which the default must be cured; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured unless acceleration is otherwise specified. The notice shall state the date the notice is given to Borrower, by which the default must be cured.

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

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any 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 or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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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 rate set forth in the Note, until paid, with interest, upon notice from Lender to Borrower requesting payment.

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 completely with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless made with the written consent of the lessee, and if the lessee makes a written

Unless Lessee agrees otherwise in writing, any application of proceeds to principal or interest or to the payment of premiums, if under paragraph 19 the mortgagor prefers to in purgation and 2 or change the amount of the payments, it will not exceed or postpone the due date of the monthly payments referred to in paragraph 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.

the responsibility of the payee to pay amounts secured by this Securitization instrument, whether or not then due. If the payee period will begin

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 not lessened. If the restoration or repair is not lessened, Lender and Borrower shall be entitled to a sum equal to the amount of the insurance proceeds.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard moratorium clause. Lennder have the right to hold the policies and renewals. If Lennder shall promptly give to the insurance carrier and Lennder may make good of loss by Borrower's all receipts of paid premiums and renewals. In the event of loss, Borrower shall promptly give to Lennder

insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

5. **Hazard Insurance.** Borrower shall keep the insurance set forth in Article 10 of this Note in force until payoff of the Note or until otherwise given by Lender.

Borrower shall promptly discharge all obligations under this Security Instrument unless Borrower: (a) agrees in writing to the payment of the amount accrued by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or deems it imprudent to do so, or (c) fails to make payment of the amount accrued by the lien in a manner acceptable to Lender.

Borrower shall pay interest as in the manner provided in Paragraph 2, or if not paid in full under this paragraph, If Borrower makes these payments directly, Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph.

Note: third, to amounts payable; under Paragraph 2; fourth, to interest due; and last, to principal due.

application as a credit against the sums secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

Leender 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, Leender shall be required to pay Borrower any interest or earnings on the Funds 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.

The Funds shall render to the state agency (including the state auditor) accounts of which persons or institutions received or disbursed any interest on the Funds held by the state agency.

as described on the accompanying page which may attain property over this Security Instrument:

the principal of and interest; **repayment and interest**; **repayment and late charges**. Borrower shall promptly pay when due the Note and any evidence furnished by the Note holder.

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CALL OPTION RIDER

This Rider is made this 1ST day of MAY, 1987,
and is incorporated into and shall be deemed to amend and supplement
this Mortgage (the "Security Instrument") and Note of the same date
given by the undersigned (the "Borrower") and covering the property
described in the Security Instrument and located at:

1314 GLENMORE COURT INVERNESS, IL 60010

(Property Address)

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

LENDER'S CALL OPTION

A. Exercise of Option

(1) During the thirty day period commencing one hundred twenty (120) days prior to the fifth anniversary date of the Note, Lender may, upon written notice to Borrower, accelerate the entire unpaid principal balance due under the Note (such right shall be referred to hereafter as "Lender's Call Option"). Said Notice shall be sent registered mail, return receipt requested, to the Borrower at the Borrower's last known address, and shall be deemed given when deposited in the U.S. mail, postage prepaid.

(2) Such notice shall state (i) the date on which payment in full is due ("the Due Date"), which date must be at least ninety (90) days after the date the notice is mailed and (ii) the rate of interest charged as of that date by Lender on its secured residential home mortgage loans ("the New Interest Rate"). The entire unpaid principal balance of the Note, together with any and all accrued but unpaid interest and any other sums owing under the terms of the Security Instrument shall be due and payable on or before the Due Date. If Borrower fails to pay such sums when due, Lender may invoke any and all remedies permitted under the Note or Security Instrument.

(3) In the event Lender does not exercise its Call Option as set forth above, Lender's Call Option shall be renewed annually during the thirty day periods commencing one hundred twenty (120) days prior to the anniversary date of the Note. Lender's Call Option as renewed, can be exercised in the same manner, and with the same effect, as set forth in subparagraphs (1) and (2) above.

B. Borrower's Right to Refinance

(1) In the event Lender exercises its Call Option, Lender agrees to loan funds to Borrower in an amount equal to the unpaid principal balance as of the Due Date on the following terms:

(i) The rate of interest charged shall be the New Interest Rate.

(ii) Borrower shall pay on the Due Date a loan origination fee in an amount not to exceed one and one-half (1½%) percent of the amount financed.

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Borrower
(SEAL)

OLIVIA ARCEI
Borrower
(SEAL)

DONALD L. ARCEI
Borrower
(SEAL)

IN WITNESS WHEREOF, Borrower has executed this California Option Rider.

(5) Lender shall be under no obligation whatsoever to refinance if Borrower, a Notice of Acceptance is not delivered timely.

(4) Borrower may avail itself of its right to refinance by mailing a written notice thereof to Lender regarding material, return receipt requested, no later than thirty (30) days prior to the Due Date. Such notice shall be deemed given, on the date it is received by Lender. Borrower, a delivery of such a notice shall constitute little acceptance of Lender's offer to refinance and Borrower, a consent to the terms thereof.

(3) Lender shall not be obligated to refinance if Borrower is in default as of the date the California Option is exercised, as of the Due Date, or as of any date in between. Any accrued but unpaid principal balance as of the Due Date shall not be obligated to the unpaid principal balance as of the Due Date. Note of Securitry instrument. Lender's obligation to refinance is limited solely to the unpaid principal balance as of the Due Date.

(2) Under no circumstances shall Lender be obligated to refinance any accrued but unpaid interest or other funds due under either the Note of Securitry instrument. Lender's obligation to refinance is limited solely to the unpaid principal balance as of the Due Date.

(11) Borrower shall provide Lender with an ALTA Loan Policy as of the Due Date the new Security instrument is recorded, which policy insures the validity and first position of Lender's mortgage lien.