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DEPT-01 RECORDING \$15.25
7302535 06/04/87 10:39:00
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#0229 # 3D **-87-302535
COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 21, 19..87... The mortgagor isWILLIAM MIRANDA....and....DAWN MIRANDA....husband....and....wife....ELGIN FEDERAL FINANCIAL CENTER, A FEDERAL ASSOCIATION....., which is organized and existing under the laws ofThe United States....., and whose address is1695 Laxkin Avenue Elgin, Illinois 60123..... ("Lender"). Borrower owes Lender the principal sum of ..Fifty Eight Thousand Nine Hundred and No./..... Hundre.d.t.h.s..... Dollars (U.S. \$ 58,900.00.....). 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 onJuly 10,....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 County, Illinois:

Lot 67 in Playground Park Addition to Elgin, Illinois, being a Subdivision in West half of Section 19, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois

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which has the address of 882 Hastings Street Elgin
(Street) (City)
Illinois 60120 ("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.

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This instrument was prepared by A. K. Smith, 110, Suite 120, 1111 • 60120.

Digitized by srujanika@gmail.com

MAIL TO

(TYS)

Witnesses my hand and affixed seal this
day of May 1987

May Commission Report June 7, 1986

(like, etc., they)

They executed said instruments for the purposes and uses therein set forth.
(This, here, then)

"...NATIONAL GUARD, J., HARTWELL, C., a Notary Public in and for said county and state, do hereby certify that WILHELM MITSCHER, AND, DREW, MARTINDALE, AKA..... before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be"

"OFFICIAL SEAL" NICHOLAS J. HARLOVIC
Secretary of Interior
U.S. Department of Interior
Washington, D.C. 20585
6/7/88

STATE OF ILLINOIS
COUNTY OF KANE
SS:

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security
Agreement and in any other(s) executed by Borrower and recorded with it.

Borrower.....
.....(Seal)

(William M. Trianda)
X

Borrower.....
.....(Seal)

(Dawn M. Trianda)
X

Borrower.....
.....(Seal)

BY SIGNING BELOW, I AUTHORIZE AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY

2-4 Family Rider
 Adult/Student Rate Rider
 Comdominium Rider
 Planned Unit Development Rider
 Graduate/Pyment Rider

22. **Ways of Protection:** Bottower waives all rights to non-legal remedies except in the property.
23. **Security Instrument:** If one or more of the riders are executed together with
this Security Instrument, the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. The coverments and agreements of each such rider shall be incorporated into and shall amend and
supplement the coverments and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. [REDACTABLE BOXES]

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment) shall be entitled to center upon, take possession of and manage the Property and to collect the rents of appurtenant real property in including those passed due. Any rents collected by Lender or the receiver of the Property including those passed due, shall be used to pay the expenses of management of the Property and collection of rents, including fees, and then to the extent necessary to pay the amounts accrued by Lender for the security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower.

19. Acceleration of Borrower's Remedies: Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant in this Security Instrument (but not earlier than 30 days from the date specified) if he believes such application of law provides him with greater rights than otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the defaulter; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured; and (d) that failure to cure the defaulter on or before the date specified in the notice may result in acceleration of the sum secured by this Security Instrument, forfeiture by judgment proceedings and sale of the sum so secured.

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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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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 rate and shall be payable, with interest, upon notice from Lender to Borrower
requiring payment.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substa-

When the notice is given,
Unless Lessee and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to
any 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.

Unless Lessee and Borrower otherwise agree, insurance premiums shall be applied to restoration or repair of the property damaged, if the restoration or repair is economicall feasible and Lessor's security is not lessened. If the restoration or repair is economicall feasible and Lessor's security is not lessened, if the insurance premium or the cost of repairing the property or repairing the damage is not less than one-half of the amount of the insurance premium, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to settle a claim, then Lender or not less than one-half of the amount of the insurance premium or the cost of repairing the damage, whichever is less, whether or not there is a deficit. The day period will begin 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 settle a claim, then Lender or not less than one-half of the amount of the insurance premium or the cost of repairing the damage, whichever is less, whether or not there is a deficit. The day period will begin

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

of the giving of notice.

to see great numbers of birds in the same place at the same time, it makes these surveys difficult.

3. **Appended** / or **Exhibit**: Unless otherwise specified, prior written notices under this Note, to preparements, payments, or charges due under the Note, to late charges due under the Note; second, to preparements, payments, or charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

any Funds held by Lender. If under Paragraph 19 the Property is sold or acquired by Lender, no later than immediately prior to the sale of the Property for its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Security Instrument.

The Funds shall be held in an institution the deposits of which are insured by a federal basis of current data and reasonable estimates of future escrow items.

1. Payment of Principal and Interest and Late Charges. Borrower shall promptly pay when due the principal of and interest on 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 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 "crossover items." Lender may estimate the funds due on the Note in full, a sum ("Funds") equal to the sum of the amounts due on the crossover items.

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ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .21..... day of May....., 19.87., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ELGIN FEDERAL FINANCIAL CENTER, A FEDERAL ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 882 Hastings Street, Elgin, Illinois 60120.....

Property Address

Modifications. 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 has an "Initial Interest Rate" of .8.75%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on . August 1....., 19.89.. and on that day of the month every 24. months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2)

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) There is no maximum limit on changes in the interest rate at any Change Date.

(2) The interest rate cannot be changed by more than 1 $\frac{1}{2}$ + $\frac{1}{2}$ percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments. period

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

** The maximum interest rate change over the entire term of the loan shall not exceed 5% over the original rate contained herein nor shall said interest rate over the entire term of the loan be less than 8.75%


(William Miranda)(Seal)
—Borrower


(Dawn Miranda)(Seal)
—Borrower

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* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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