

UNOFFICIAL COPY
67326588COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUN 16 AM 11:12

87326588

87326588

[Space Above This Line For Recording Data] —

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 8,
 1987 The mortgagor is JOHN S. WILK AND ROSA C. WILK, HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO
 which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is
 4192 S. ARKEN AVENUE CHICAGO, ILLINOIS 60632
 ("Lender").

Borrower owes Lender the principal sum of
 TWENTY EIGHT THOUSAND DOLLARS & NO CENTS

Dollar (U.S. \$ 28,000.00). 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 JULY 1, 2012. 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 18 IN EQUITABLE LAND ASSOCIATION RESUBDIVISION
 OF BLOCK 9 IN PHARE'S SUBDIVISION OF THE EAST HALF
 OF THE SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP
 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS.

FNO

PIN 19-12-321-038-0000 TP

87326588

which has the address of 5352 S CALIFORNIA CHICAGO (City)

Illinois 60632 (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 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1326588
Rosa C. Milk
(Scal)
John S. Milk
(Scal)
Rosa C. Milk
(Scal)

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of no further notice or demand on Borrower.
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 acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without acceleration.

To the loan assumption, Lender may also require the transfer of promissory and negotiable instruments made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender requests to transfer and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. To the loan assumption, Lender may also require the transfer of promissory and negotiable instruments made in the Note and in this Security Instrument. Lender's signature on this Agreement constitutes acceptance of the terms and conditions set forth herein.

UNOFFICIAL COPY

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.

UNOFFICIAL COPY

the date of distribution at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Lender may take action under this paragraph 7, Lender does not have to do so.

Lender may apply this paragraph in equity, payable monthly thereafter than by a lien which has priority over this security. Lender's actions may include paying any sums accrued by the property to make repairs. Although in the property, then Lender may do and pay for whatever is necessary to protect the property and Lender's rights in regulations (such as a proceeding in bankruptcy, receivership, or otherwise to enforce laws or Lender's rights in the property (such as a proceeding in bankruptcy, receivership, or otherwise to enforce laws or governments and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the title to the property). If Borrower fails to perform the fee title shall not mortgage Lender's agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Merger.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and change the property, allow the property to deteriorate or commit waste. If this security instrument is on a leasehold, postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amounts of the payments, unless Lender's agrees to the merger in writing.

8. Preservation and Maintenance of Property; Leaseholds.

Borrower shall comply prior to the acquisition of the property is acquired by Lender to the extent of the sums accrued by this security from damage resulting from damage to the property, proceeds from insurance policies and proceeds from Lender's agrees to the merger in writing.

9. Insurance Immediately Prior to the Acquisition of the Property.

Borrower shall pay promptly by Borrower or Lender to the extent of the sums receivable from insurance policies and premiums and insurance premiums due to the insurance of the property damage, if the restoration or repair is not economically feasible or Lender's agrees to the merger in writing, security is not lessened, if the of the property damaged, if the restoration or repair is economically feasible and Lender's agrees to the restoration or repair unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal, shall not extend or when the notice is given.

10. Payment of Losses by Lender.

Borrower may make proof of loss if not made promptly by Borrower, Lender shall receive the right to hold the policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All insurance carrier shall keep the importance of the insurance to Lender and renewals shall be accepted by Lender all received by Lender shall have the right to hold the policies and renewals, Lender's agrees to give to Lender all received by Lender and renewals shall be acceptable to Lender and shall subject to Lender's agrees to the insurance coverage clause.

5. Hazard Insurance.

Borrower shall keep the insurance which now exists in good condition or heretofore effected on the property measured against the term "extinct and coverage", and any other hazards for which Lender measured against losses by fire, hazards included within the term "extinct and coverage", and any other hazards for which Lender measured against losses by fire, hazards included within the term "extinct and coverage", and any other hazards for which Lender measured against losses by fire, hazards included within the term "extinct and coverage".

6. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

7. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

8. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

9. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

10. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

11. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

12. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

13. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

14. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

15. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

16. Premiums Paid Under This Paragraph.

Borrower shall pay annually under this paragraph the premium for the property as indicated by the insurance company which may arise from the premium paid for more of the options set forth above within 10 days of the giving of notice.

UNOFFICIAL COPY

ADJUSTABLE RATE RIDER
(National Construction Index Rate Rider)

THIS ADJUSTABLE RATE RIDER is made this 8TH day of JUNE , 19 87 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5352 S CALIFORNIA

CHICAGO
(Property Address)

IL 60632

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHARGES**(A) Change Dates**

The interest rate I will pay may change on the first day of JULY 1 , 19 88 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the national monthly median cost of funds for FSLIC Insured Savings Institutions, as made available by the Federal Home Loan Bank. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate that I am required to pay at the first Change Date will not be greater than 9.500 % or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.500 %, or less than 7.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

87236588

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.

0017

ARM PLAN NO. _____

ADJUSTABLE RATE RIDER
LD 87/237

UNOFFICIAL COPY

DELIVERY
(18)
BOX

THIS INSTRUMENT WAS PREPARED BY: DOROTHY MYZCZK
4192 S ARCHER AVE
CHICAGO IL
MAILING ADDRESS
MAY 17, 1981

96632-1890

Noary Public

day of *May*, 1981

GIVEN under my hand and official seal, this
12-1-90

My Commission Expires:

set forth.

signed and delivered the said instrument as *free and voluntary act*, for the uses and purposes hereinabove described to the foregoing instrument, appended before me this day in person, and acknowledged that *I do hereby certify that JOHN S. WILK AND ROSA C. WILK, HIS WIFE personally known to me to be the same person(s) whose name(s)*

do hereby certify that JOHN S. WILK AND ROSA C. WILK, HIS WIFE

are Notary Public in and for said county and state,

COUNTY OF *Cook*

STATE OF ILLINOIS.

[Space Below This Line for Acknowledgment]

Borrower

(Seal)

Borrower

(Seal)

ROSA C WILK

(Seal)

JOHN S WILK

(Seal)

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

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

Adjutant, Agent Rider condominium Rider 2-4 Family Rider

Instrument [Check applicable box(es)]
23. Riders to this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the covenants and agreements of each such rider as if the rider(s) were a part of this Security instrument.

22. Waiver of Homestead. Borrower waives all right of homestead excepted in the Property.

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

21. Release. Upon payment of all sums secured by this Security instrument, Lender shall be limited to payment of amounts received by Lender or the receiver of rents, including, but not limited to, premiums of rents or by collection of rents or by collection of rents received by Lender or the receiver of rents.

Prior to the expiration of any period of redemption following judicial sale, Lender or his agent or by judicial sale, shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security instrument without further demand of Borrower at its option and may foreclose this Security instrument by judicial proceeding. Before the date specified in the notice, Lender at its option and may foreclose the instrument of all sums secured by this Security instrument, for acceleration of Borrower to accelerate immediate payment in full of all sums secured by this Security instrument.

Exterior or of a default or non payment of the note, Lender after acceleration and the right to assert in the notice may proceed to cure the notice and before the date specified in the notice to accelerate the instrument of all sums secured by this Security instrument, for acceleration by judicial proceeding and sale or the Property. The notice shall further secure by this Security instrument, for acceleration by judicial proceeding and sale or the note may proceed to cure the notice to cause the date specified in the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the date specified in the notice is given to Borrower, by which the default must be cured; default; (c) a date, not less than 30 days from the date the notice is given to Borrower, to accelerate the instrument of any other default, otherwise to accelerate the instrument of all sums secured by this Security instrument.

unless application law provides otherwise). The notice shall specify: (a) the date of acceleration; (b) the action required to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration); (c) the date of acceleration following Borrower's breach of any provision of the instrument (but not prior to acceleration); (d) the date of acceleration following Borrower's breach of any provision of the instrument.

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