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THIS DOCUMENT PREPARED BY
BARBARA KONOPKA
THE PROVIDENT FINANCIAL
400 W. LAKE STREET
ROSELLE, IL 60172

87330139

(Space Above This Line For Recording Data)

MORTGAGE

1367966

THIS MORTGAGE ("Security Instrument") is given on JUNE 16, 1987. The mortgagor is MICHAEL G. MURRAY, A BACHELOR and PATRICIA L. MURRAY, A SINGLE PERSON, NEVER MARRIED ("Borrower"). This Security Instrument is given to THE PROVIDENT FINANCIAL SERVICES, INC., which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 1210 WASHINGTON STREET, WEST NEWTON, MA 02165, ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FORTY TWO THOUSAND TWO HUNDRED AND NO/100 Dollars (U.S. \$142,200.00----). 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, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK COUNTY, Illinois:

LOT 5 AND THE NORTH 1/2 OF LOT 6 IN BLOCK 7 IN COCHRAN'S THIRD ADDITION TO EDGEWATER, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX NO. 14-08-112-019 Vol. 477
DAO A¹

87330139
Cook County Clerk's Office

which has the address of 5446 N. MAGNOLIA, CHICAGO, IL 60640 ("Property Address");

(Street)

(City)

(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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Norley Phillips
(SEAL)

1774

11-27-1974

Witnesses my hand and official seal this day of 19.....

(he, she, they)

executed said instrument for the purposes and uses therein set forth.
(this, etc., etc.)

I, ANITA ALEXANDER, a Notary Public in and for said County and State, do hereby certify that before me and in (are) known or proved to me to be ...F. J. F. F. (name), who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be ...F. J. F. F. (name), free and voluntary act and deed of him
before me and in (are) known or proved to me to be ...F. J. F. F. (name), who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledge said instrument to be ...F. J. F. F. (name), free and voluntary act and deed of him

..... COUNTY OF LAMAR
:ss { STATE OF TEXAS

STATE-07

Witness my hand and official seal this 16th day of JUNE, 1897.

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that MICHAELE G. MURRAY, a bachelor, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing instrument, have executed same, and acknowledge said instrument to be his free and voluntary act and deed and that he executed said instrument for the purposes and uses herein set forth.

State of Illinois
County of Will
ss:

[Space Below This Line For Acknowledgment]

MICHAEL G. MURRAY BORROWER
MICHAEL G. MURRAY BORROWER
PATRICKA L. MURRAY BORROWER
(SCLI) (SCLI)

BY SIGNING THIS BORROWER AGREES AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Grandparent Family Rider
 Adjunctive Therapeutic Rider
 Condormium Rider
 Planned Unit Development Rider
 Other(s) [Specify]

22. **Widener of Homeestead**, Borrower waives all right of homestead exemption in the Property.

20. Landlord, fees and costs of the eviction, but not limited to the period of any redemption following judicial sale, Lessor (in person, by agent or by attorney) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lessor or the receiver shall be applied first to payment of management costs of management of the Property past due, and then to the payment of the Property taxes, fees, charges and expenses of management of the Property, including collection costs, and then to the payment of all sums secured by this Security Instrument, including, but not limited to, receiver's fees, premiums on reinsurance, bonds and reasonable attorney fees, and then to the payment of any recordation costs.

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

22. **Waiver of Foreclosure.** Borrower waives all rights of homestead exemption in the Property.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the action required to cure the default; (b) the date when the default will be cured; (c) that failure to cure the default by the date specified will result in the acceleration of the sum secured by this Security Instrument; and (d) that notice of acceleration will be given to Borrower, by which time the default must be cured.

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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; Cosigners. 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 loans 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 shall become additional debt of Borrower secured by this Security Instrument unless otherwise provided in the Note.

Lenders' rights in the Property (such as a proceeding in bankruptcy), probable, for condemnation or to enforce laws or regulations, and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect the instrument, Lender's rights in the Property may be affected.

7. Protection of Lender's Rights in the Property Mortgage Insurance
If Borrower fails to perform the
deed shall not merge unless Lender agrees to the merger in writing.

6. **Preservation and Maintenance of Property; Leasesholds.** Borrower shall not destroy, damage or substantially change the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold and Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the property, the leasehold and leaseholder shall remain with the property until the date of the sale.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed 10% of the unpaid principal balance of the Note.

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 90-day period will begin when the notice is given.

Unless Leander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of the property damaged, if the restoration of repair is not economically feasible or lessened security is not lessened. If restoration of repair is not economically feasible or lessened security is not lessened, Leander shall be entitled to the insurance proceeds. If Leander and Borrower otherwise agree in writing, insurance proceeds shall be applied to repair or restoration of the property damaged, or does not answer within 30 days a notice from Borrower to the same extent as his Security Instrument, whether or not then due, with the excess paid to Borrower. If applied to the same secured by this Security Instrument, whether or not then due, with the excess paid to Borrower has been recovered by Leander, Leander shall be entitled to the insurance proceeds shall be applied to the same extent as his Security Instrument, whether or not then due, with the excess paid to Borrower. If applied to the same extent as his Security Instrument, whether or not then due, with the excess paid to Borrower has been recovered by Leander, Leander shall be entitled to the insurance proceeds shall be applied to the same extent as his Security Instrument, whether or not then due, with the excess paid to Borrower.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard moratorium clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewals. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

5. Hazard Insurance. Borrower shall keep the property insurance of heretofore effected on the property against loss by fire, hazards included within the term, "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower and subject to Lender's approval which shall not be unreasonably withheld.

Borrower shall promptly discharge any debt or liability over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement in writing to the payment of the obligation accrued by the lien in a manner acceptable to Lender.

2. **Property which shall attain priority**, over this security instrument, and leasehold payments of ground rents, if any, which shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time and pay these payments directly to the person to whom payment is due.

3. Application of Payments. Unless application law provides otherwise, all payments received by Lender under the Note, third, to amounts payable in due paragraph 2; fourth, to interest, to principal due.

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

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.

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, analyze the account or verifying the escrow items, Lender pays borrower interest on the Funds and applies law permits Lender to make such a charge. Borrower and Lender pays borrower interest on the Funds and applies law permits Lender to make such a charge. Borrower and Lender pays borrower interest on the Funds and applies law permits Lender to make such a charge.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly mortgagage premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly leasehold payments or rents on the Property, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current and reasonable estimates of future escrow items.

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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ADJUSTABLE RATE RIDER (5 Year Index - Rate Cap)

THIS ADJUSTABLE RATE RIDER is made this 16TH day of JUNE, 1987, 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 THE PROVIDENT FINANCIAL SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5446 N. MAGNOLIA, CHICAGO, ILLINOIS 60640
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT.

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 9.75%. 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

The interest rate I will pay may change on the first day of JULY, 1992, and on that day every 60th 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 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 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 (2.5%) to the Current index. The Note Holder will then round out the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 is called the "Full Payment." It will be the new amount of my monthly payment.

The interest rate will not be changed by more than 2% percentage points on any Change Date. The Note Holder will adjust the new interest rate so that the change will not be more than that limit. The new interest rate will equal the figure that results from this adjustment to the interest rate calculation.

The maximum interest rate change will not be more than .5% percentage points. The Note Holder will adjust the rate so that the change in the interest rate will not be more than that limit.

(D) 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.

(E) Notice of Changes

The Note Holder will mail me a notice at least thirty and no more than forty five days before each Change Date, if there is to be a change in the interest rate. The Note Holder will advise me of: the new interest rate on my loan; the amount of my new monthly payment; and any additional matters which the Note Holder is required to disclose.

(F) Required Full Payment

Beginning with the first monthly payment after the final Change Date, I will pay the Full Payment as my monthly payment.

MULTISTATE ADJUSTABLE RATE RIDER — 5 Year Treasury Index — Single Family

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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 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 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.

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.

Michael G. Murray (Seal)
MICHAEL G. MURRAY — Borrower

X. Patricia L. Murray (Seal)
PATRICIA L. MURRAY — Borrower

87330139

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BOSTON & CO.
100 DEADERICK ST.
CHARLOTTE, NC 28202
336-224-1334

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