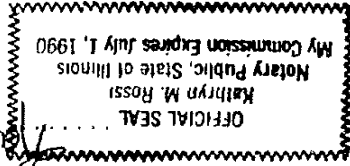


(Space Below This Line Reserved For Lender and Recorder)



Property of Cook County Clerk's Office

My Commission expires:

Given under my hand and official seal, this 19th day of June, 1987.

set forth.

signed and delivered the said instrument as ~~xxx~~, the free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) ~~xxx~~ are

do hereby certify that Jack R. Davls and Claudia Davls

I, the undersigned, a Notary Public in and for said county and state,

STATE OF ILLINOIS, Cook County ss:

Jack R. Davls, Claudia Davls, Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

Mortgage, except the original amount of the Note plus US \$ 00.00. At no time shall the principal amount of the

indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may

those rents actually received. Lender and the receiver shall be liable to account only for

attorney's fees, and then to the sums secured by this Mortgage. Lender shall be liable to account only for

Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable

past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the

entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those

of any period of redemption following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration

hereof or abandonment of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18

no acceleration had occurred. Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest

87335248

# UNOFFICIAL COPY

*Mail to:*

227687

87335248

87335248

This instrument was prepared by:  
Kathryn A. Foote for  
Cardinal Savings & Loan Assn  
704 W. Madison St.  
West Dundee, IL 60118  
(Address)

## MORTGAGE

*Box 15*  
*\$22.00*

THIS MORTGAGE is made this eight day of June 1987, between the Mortgagor, Jack R. Davis, a single person and Claudia Davis, a single person (herein "Borrower"), and the Mortgagee, CARDINAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Illinois whose address is 704 West Main Street - West Dundee, Illinois 60118 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of (\$50,000.00) Fifty thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 8, 1987 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2017.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

*(Legal Description attached)*

Property of Cook County Clerk's Office

87335248

which has the address of 207 N. Brockway, Unit 7 Palatine Illinois 60067 (herein "Property Address");  
(Street) (City) (State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

# UNOFFICIAL COPY

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such apparatuses, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of a reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance. If in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest on the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied or assessed over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest on the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied or assessed over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

87535248

# UNOFFICIAL COPY

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds 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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

**18. Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

87335248

# UNOFFICIAL COPY

8 7 3 3 5 2 4 3

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PARCEL 1:

Parcel 7:

THE WEST 26.0 FEET OF THE EAST 224.99 FEET THEREOF (EXCEPT THE NORTH 74.0 FEET THEREOF) OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 11:

Parcel 7 "P":

THE SOUTH 8.0 FEET OF THE NORTH 120.0 FEET OF THE WEST 20.0 FEET OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 11:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 7 AND 7 "P", AS CREATED BY DECLARATION OF EASEMENTS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1961 AND KNOWN AS TRUST NO. 43,477, SAID DECLARATION BEING DATED JULY 10, 1962 AND RECORDED JULY 10, 1962 AS DOCUMENT 18,529,007, OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE (EXCEPTING THERE FROM ANY PART THEREOF FALLING WITHIN PARCELS 7 AND 7 "P"):

- (A) THE SOUTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) OF THE NORTH 82.0 FEET: AND
- (B) THE NORTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) AND
- (C) THE EAST 20.0 FEET OF THE WEST 40.0 FEET AND
- (D) THE SOUTH 60.0 FEET OF THE NORTH 104.0 FEET OF THE EAST 25.0 FEET AND
- (E) THE WEST 4.0 FEET (EXCEPT THE NORTH 20.0 FEET THEREOF) OF THE EAST 142.66 FEET AND
- (F) THE SOUTH 4.0 FEET OF THE NORTH 20.0 FEET OF THE WEST 24.0 FEET OF THE EAST 152.66 FEET

ALL OF LOT 5 IN BLOCK 4 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF PALATINE, IN COOK COUNTY, ILLINOIS.

Subject to general taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; highways; easements for private road; private easements, covenants and restrictions of record as to use and occupancy; party well rights and agreements.

Permanent Index Number: 02-15-407-035 *H.A.O. 1/1/88*

87335248



# UNOFFICIAL COPY

3 7 3 3 5 2 4 3

Property of Cook County Clerk's Office

EXHIBIT A  
**UNOFFICIAL COPY**

PARCEL I:

Parcel 7:

THE WEST 26.0 FEET OF THE EAST 224.99 FEET THEREOF (EXCEPT THE NORTH 74.0 FEET THEREOF) OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL II:

Parcel 7 "P":

THE SOUTH 8.0 FEET OF THE NORTH 120.0 FEET OF THE WEST 20.0 FEET OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL III:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 7 AND 7 "P", AS CREATED BY DECLARATION OF EASEMENTS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1961 AND KNOWN AS TRUST NO. 43,477, SAID DECLARATION BEING DATED JULY 10, 1962 AND RECORDED JULY 10, 1962 AS DOCUMENT 18,529,007, OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE (EXCEPTING THERE FROM ANY PART THEREOF FALLING WITHIN PARCELS 7 AND 7 "P"):

- (A) THE SOUTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) OF THE NORTH 82.0 FEET: AND
- (B) THE NORTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) AND
- (C) THE EAST 20.0 FEET OF THE WEST 40.0 FEET AND
- (D) THE SOUTH 60.0 FEET OF THE NORTH 104.0 FEET OF THE EAST 25.0 FEET AND
- (E) THE WEST 4.0 FEET (EXCEPT THE NORTH 20.0 FEET THEREOF) OF THE EAST 142.66 FEET AND
- (F) THE SOUTH 4.0 FEET OF THE NORTH 20.0 FEET OF THE WEST 24.0 FEET OF THE EAST 152.66 FEET

ALL OF LOT 5 IN BLOCK 4 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF PALATINE, IN COOK COUNTY, ILLINOIS.

Subject to general taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; highways; easements for private road; private easements, covenants and restrictions of record as to use and occupancy; party well rights and agreements.

Permanent Index Number: 02-15-407-035 *H.A.O. [Signature]*

87335248



UNOFFICIAL COPY

3 7 3 3 5 2 4 0

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

PARCEL I:

Parcel 7:

THE WEST 26.0 FEET OF THE EAST 224.99 FEET THEREOF (EXCEPT THE NORTH 74.0 FEET THEREOF) OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL II:

Parcel 7 "P":

THE SOUTH 8.0 FEET OF THE NORTH 120.0 FEET OF THE WEST 20.0 FEET OF LOT 5 IN BLOCK 4 IN SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL III:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCELS 7 AND 7 "P", AS CREATED BY DECLARATION OF EASEMENTS MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 1, 1961 AND KNOWN AS TRUST NO. 43,477, SAID DECLARATION BEING DATED JULY 10, 1962 AND RECORDED JULY 10, 1962 AS DOCUMENT 18,529,007, OVER AND UPON THE FOLLOWING DESCRIBED REAL ESTATE (EXCEPTING THERE FROM ANY PART THEREOF FALLING WITHIN PARCELS 7 AND 7 "P"):

- (A) THE SOUTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) OF THE NORTH 82.0 FEET: AND
- (B) THE NORTH 16.0 FEET (EXCEPT THE WEST 40.0 FEET THEREOF) AND
- (C) THE EAST 20.0 FEET OF THE WEST 40.0 FEET AND
- (D) THE SOUTH 60.0 FEET OF THE NORTH 104.0 FEET OF THE EAST 25.0 FEET AND
- (E) THE WEST 4.0 FEET (EXCEPT THE NORTH 20.0 FEET THEREOF) OF THE EAST 142.66 FEET AND
- (F) THE SOUTH 4.0 FEET OF THE NORTH 20.0 FEET OF THE WEST 24.0 FEET OF THE EAST 152.66 FEET

ALL OF LOT 5 IN BLOCK 4 IN THE SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF PALATINE, IN COOK COUNTY, ILLINOIS.

Subject to general taxes for 1986 and subsequent years; building lines and building and liquor restrictions of record; zoning and building laws and ordinances; public utility easements; highways; easements for private road; private easements, covenants and restrictions of record as to use and occupancy; party well rights and agreements.

Permanent Index Number: 02-15-407-035 *H.A.O. add*

87335248

# UNOFFICIAL COPY

## 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 8th day of June, 1987, 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 CARDINAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 206 N. Brockway, Unit 7, Palatine IL 60067  
*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 9.50%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on July 1, 1988 and on that day of the month every 12 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.] THIS MORTGAGE HAS AN INTEREST RATE FLOOR OF 9.50%...

(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)  Constant One Year U.S. Treasury Index

[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.] Maximum Interest Rate Increase cannot exceed 5%

(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 1.0 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.

### 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.

Jack R. Davis ..... (Seal)  
—Borrower

Claudia Davis ..... (Seal)  
—Borrower

87335248

\* 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ADJUSTABLE RATE NOTE<sup>5 2 4 3</sup>

**NOTICE TO BORROWER: THIS NOTE 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.**

..... June 8 ..... 19.87 ..... West Dundee ..... Illinois .....  
City State  
206 N. Brockway, Unit 7 Palatine Illinois 60067  
Property Address City State Zip Code

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$50,000.00 ..... (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is .....  
CARDINAL SAVINGS AND LOAN ASSOCIATION.....

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder".

### 2. INTEREST

Interest will be charged on that part of outstanding principal which has not been paid. Interest will be charged beginning on the date I receive principal and continuing until the full amount of principal I receive has been paid.

Beginning on the date of this Note, I will pay interest at a yearly rate of ..... 9.50 ..... % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this Note until my loan is paid. Interest rate changes may occur on the 1st day of the month beginning on ..... July 1 ..... 1988 ..... and on that day of the month every ..... twelve ..... months thereafter. Each date on which the rate of interest may change will be called a "Change Date".

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the ..... day of each month beginning on ..... July 1 ..... 1987 ..... I will make these payments until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. I will pay all sums that I owe under this Note no later than ..... July 2, 2017 ..... (the "final payment date").

I will make my monthly payments at ..... 704 West Main Street — West Dundee, Illinois 60118 .....  
..... or at a different place if required by the Note Holder.

#### (B) Borrower's Payments Before They Are Due

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

#### (C) Amount of Monthly Payments

My initial monthly payments will be in the amount of U.S. \$420.43 ..... If the interest rate that I pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full in substantially equal payments by the final payment date. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the final payment date.

87335248

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87335248

An Adjustable Rate Loan Rider supplements the Mortgage and provides:  
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.

Jack R. Davis  
Borrower  
(Seal)

Claudia Davis  
Borrower  
(Seal)

Borrower  
(Seal)  
(Sign Original Only)

# UNOFFICIAL COPY

## (D) Payment of Note Holder's Costs and Expenses

3 7 5 5 5 2 4 3

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

## 6. WAIVERS

Anyone who signs this Note to transfer it to someone else (known as an "endorser") waives certain rights. Those rights are (A) the right to require the Note Holder to demand payment of amounts due (known as "presentment") and (B) the right to require the Note Holder to give notice that amounts due have not been paid (known as "notice of dishonor").

## 7. GIVING OF NOTICES

Except for the notice provided in Section 4(D), any notice that must be given to me under this Note will be given by mailing it by certified mail. All notices will be addressed to me at the Property Address above. Notices will be mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3(A) above. Notices will be mailed to the Note Holder at a different address if I am given a notice of that different address.

## 8. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note.

## 9. LOAN CHARGES

It could be that this loan 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 this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 10. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 8, 1987, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. One of those conditions relates to any transfer of the property covered by the Mortgage. In that regard, the Mortgage provides in paragraph 17:

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in the paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

87335248

# UNOFFICIAL COPY

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.

## 4. INTEREST RATE CHANGES

### (A) The Index

Any changes in the interest rate will be based on changes in an interest rate index which will be 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)  "Constant One Year U.S. Treasury Index"

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

### (B) Setting the New Interest Rate

To set the new interest rate, the Note Holder will determine the change between the Base Index figure and the Current Index figure. The Base Index figure is . . . 6.95 . . . . The Current Index figure is the most recent Index figure available . . . 45 . . . days prior to each Change Date. If the amount of the change is less than one-eighth of one percentage point, the change will be rounded to zero. If the amount of the change is one-eighth of one percentage point or more, the Note Holder will round the amount of the change to the nearest one-eighth of one percentage point. If the Current Index figure is larger than the Base Index figure, the Note Holder will add the rounded amount of the change to the Initial Interest Rate. If the Current Index figure is smaller than the Base Index figure, the Note Holder will subtract the rounded amount of the change from the Initial Interest Rate. The result of this addition or subtraction will be the preliminary rate. If there is no change between the Base Index figure and the Current Index figure after rounding, the Initial Interest Rate will be the preliminary rate.

*(Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.)* Maximum Interest Rate Increase cannot exceed 5%

- (1)  If this box is checked, there will be no maximum limit on changes in the interest rate up or down. The preliminary rate will be the new interest rate. This Mortgage has an Interest Rate Floor of 9.75%.
- (2)  If this box is checked, the interest rate will not be changed by more than .10 . . . percentage points on any Change Date. The Note Holder will adjust the preliminary rate so that the change in the interest rate will not be more than that limit. The new interest rate will equal the figure that results from this adjustment of the preliminary rate

### (C) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If my monthly payment changes as a result of a change in the interest rate, my monthly payment will change as of the first monthly payment date after the Change Date.

### (D) Notice to Borrower

The Note Holder will mail me a notice by first class mail at least thirty and no more than forty-five days before each Change Date if the interest rate is to change. The notice will advise me of:

- (i) the new interest rate on my loan;
- (ii) the amount of my new monthly payment; and
- (iii) any additional matters which the Note Holder is required to disclose.

## 5. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of . . . 15 . . . calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be . . . 10.0% of my overdue payment of principal and interest. I will pay this late charge only once on any late payment.

### (B) Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 30 days after the date on which the notice is mailed to me.

### (C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

873335248