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LOAN # 37113742

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUN 24 PM 1:06

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MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on MAY 26, 1987. The mortgagor is MICHAEL J. CANNON AND SALLY W. CANNON, HIS WIFE ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Streets, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$250,000.00). 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 07-01-2017. 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 2 IN STONEHEDGE GLEN SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

04-10-400-040
GGO an

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✓ PERMANENT TAX I.D. NUMBER

which has the address of 102013 MALLARD DRIVE [Street] NORTHBROOK [City],

Illinois 60062 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Box 112

Form 3014 12/83
44710 BAF SYSTEMS AND FORMS
CHICAGO, IL

MORTGAGE

7120495 DF ① all DECKING

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This

HAIIL TAH. ERL FELD

NOTICE PUBLISHED PURSUANT TO THE
DINAS DE LA PROTECCION CIVIL
DEPARTAMENTO GENERAL DE GESTION

My Commission Expires: August 15, 1990

19 May 1981

MICHAEL J. CANNON AND SALLY M. CANNON, HIS WIFE
a Notary Public in and for said County and State, do hereby certify that
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
have executed same, and acknowledged said instrument to be **THEIR**
. free and voluntary act and deed and that
THEY executed said instrument for the purposes and uses therein set forth.
(this, here, etc.)

COUNTY OF _____
STATE OF _____

[space below this line for acknowledgment]

SIMPLY W. CANNON
MICHAEL A. CANNON
Borrower
(Seal) *Michael A. Cannon*

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

Other(s) [Specify] _____

2-4 Family Rider Condominium Rider Adjustable Rate Rider
 Graduate Student Rider Graduated Premium Rider Planned Unit Development Rider

23. References to this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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

23. **Instrument without Charge to Borrower.** Borrower shall pay any recording costs, attorney fees, and other expenses, upon payment of all sums secured by this Security Instrument, Lender shall release this security instrument without charge to Borrower.

The property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management fees, and then to the sums accrued by this instrument.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of

This Security Instrument further demands and may foreclose on this Security Instrument by judgment or otherwise at any time or times during the existence of this instrument, for the payment of all sums due and owing by the debtor to the creditor, and for the payment of all costs and expenses of collection, including attorney's fees and costs of title evidence, but not limited to, reasonable attorney's fees and costs of title evidence.

before the date specified in the notice. Lender or its assignee may require payment in full of all sums secured by
any other acceleration or prepayment of the Note, and Lender or its assignee may exercise any right or power
existing or arising under the Note or otherwise available to it at law or in equity, before or after the date specified in
the notice.

breach of any covenant or agreement contained 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 default; (b) the action required to cure the default; (c) a date when the notice shall become effective by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums due.

NON-UNIFORM COVENTANTS Borrower shall give notice to Borrower prior to celebration of certificate of completion and lender further certifies that non-uniform covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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LOAN NUMBER

87113742

ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 26TH day of MAY, 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 BELL FEDERAL SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2013 MALLARD DRIVE, NORTHBROOK, IL 60062

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7½% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.

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 8.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

(A) Change Dates

The interest rate I will pay may change on the first day of JULY, 1988, 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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 (2.500%) 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%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than .2.0. percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4(F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed 14.500 percent per annum.

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 unless I choose the amount permitted by Section 4(F) below.

(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 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 my 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.

ADJUSTABLE RATE MORTGAGE RIDER - NATIONAL COST OF FUNDS INDEX - 7/84

(BFS&L)

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SALLY W. CANNON
MICHAEL J. CANNON
X Michael J. Cannon
Borrower
(Seal)

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

27. STAFF ATTORNEYS' FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

26. ASSUMPTION POLICY. Notwithstanding Covenants 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default; (2) The Lender shall have the right to approve the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties and to charge an assumption fee of the greater of \$400.00 or ONE (%) percent of the Lender's loan underwriting standards; (3) In any and all events, any Lender shall have the right to refuse an assumption fee of the principal balance of this loan, said assumption fee to be charged to the extent allowed by law.

25. RELEASE FEE. Notwithstanding Covenants 21 of the Security Instrument to the contrary, this security instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payment of its reasonable release fee.

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers

shall elect to secure life or disability insurance, or both, or insurance of similar nature, in an amount, form and company acceptable to the Lender as additional security for the indebtedness hereby secured, further agrees to pay or provide for the payment of all premiums on such insurance policies; and the Borrowers agree to pay or provide for the payment of all premiums on such insurance policies; and add the amount so advanced in payment of premiums as additional debt secured hereby, with interest at the rate of

23. SECURITY AGREEMENT. In the event that any, either or all of the undersigned Borrowers in the Security Instrument, Borrower and Lender further covenant and agree as follows:

B. ADDITIONAL NON-UNIFORM COVENANTS. In addition to the covenants and agreements made

in the Security Instrument, Borrower and Lender further covenant and agree as follows:

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

(I) Required Full Payment

My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a limited payment. If so, on the date that my paying my Limited Principal would cause me to exceed that limit, I will instead begin paying a new monthly payment until the next Change Date. The new monthly payment will be in an amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in substitution for the previous monthly payment.

(H) Limit on My Unpaid Principal; Increased Monthly Payment

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment date in full on the maturity date of the Limited Payment. If so, each month that the Limited Payment is less than the interest portion, the Note Holder will also add interest on the amount of the interest portion and will add the difference to my unpaid principal each month. The Note Holder will also add interest on the amount of the interest portion of the Limited Payment from the date the Limited Payment would have been paid by the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.

(F) Borrower's Right to Limit Monthly Payment

Unless Sections 4 (H) and 4(I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change Date to the amount I have been paying multiplied by the number 1.075. This amount is called the "Limited Payment". If I choose a Limited Payment as my monthly payment, I must give the Note Holder notice that I am doing so at least 15 days before my first new monthly payment is due.