

OLD STONE MORTGAGE CORPORATION  
Three Crossroads of Commerce  
Suite 129  
Rolling Meadows, Illinois 60008

UNOFFICIAL COPY

OSIC (MAN NO.): 129022

028887

87358109

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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 24, 1987  
The mortgagee is SAMUEL J. GENOVESE A BACHELOR AND SANDRA J. JOHNSTON  
DIVORCED AND NOT SINCE REMARRIED

("Borrower").

This Security Instrument is given to

OLD STONE MORTGAGE CORPORATION

under the laws of WASHINGTON, which is organized and existing  
500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004  
("Lender").

Borrower owes Lender the principal sum of SEVENTY THOUSAND ONE HUNDRED AND NO/100  
70,100.00

Dollars (U.S. \$ ). 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 JUN 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 2533 IN ELK GROVE VILLAGE SECTION 3 BEING A SUBDIVISION IN  
THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED OCTOBER 23, 1959 AS DOCUMENT 17694090 IN COOK COUNTY,  
ILLINOIS.

PERMANENT TAX NUMBER: 08-33-411-003-0000

REC'D - 91 RECORDED  
7/1/87 TRIM 225 BY 225 87-358109  
COOK COUNTY REC'D 7/1/87

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which has the address of

60007  
Illinois  
(Zip Code)

528 DOGWOOD TR.

(Street)

("Property Address")

ELK GROVE VILLAGE  
(City)

87358109

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

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

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

# **UNOFFICIAL COPY**

(Address)  
Name  
**MILA LIMANAG**

This instrument was prepared by:

10/7/97  
MAY Commission expires:  
10/7/98

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

19. Acceleration; Remedies. In case of any default or non-payment of principal or interest or any other sum due under this Security Instrument, the notice shall specify: (a) the date default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the failure to cure the default on or before the date specified in the notice may result in the notice being accelerated by this Security Instrument, foreclose by judicial proceeding and sale of the property. The notice shall further secure the debt to the extent of the rights to accelerate after the date specified in the notice may result in acceleration of the debt.

20. Lender shall be entitled to collect all expenses incurred in pursuing or collecting the debt, including reasonable attorney's fees and costs of title evidence.

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

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

23. Rights 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 instrument as if the rider(s) were a part of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

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

SANDRA J. JOHNSTON  
*Sandra J. Johnston*  
Signature of Borrower

(Seal)

SAMUEL J. GENOVESE  
*Samuel J. Genovese*  
Signature of Borrower

(Seal)

(Space Below This Line for Acknowledgment)

1. WITNESS # S/1122D/JL  
County of Cook  
State of Illinois.

do hereby certify that SAMUEL J. GENOVESE AND SANDRA J. JOHNSTON  
, personally known to me to be the said person(s) whose name(s) are  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the signature and delivered the said instrument as their free and voluntary act, for the uses and purposes herein

Given under my hand and official seal, this 24 day of June 1987  
set forth.

MAY Commission expires:  
10/7/98

NOTARY PUBLIC STATE OF ILLINOIS  
OFFICIAL SEAL  
MAY Commission Expires 10/7/98

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## UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends 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 satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 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 subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage 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 renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is received by the Borrower to pay all sums secured by this security instrument 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.

16. Borrower's Copy. Borrower shall be given one confirmed 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 accrued by Lender's security instruments. However, this option shall not be exercisable by Lender if exercise is prohibited by applicable law.

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

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

partial recapitalization without any prepayment charge under its terms. 13. Legal statement regarding the application of applicable laws has the effect of part of this Note of this Security Instrument according to its terms. Lender's Rights. Lender's rights under this Note of this Security Instrument are not affected by any provision of this Note of this Security Instrument which purports to limit or impair such rights.

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 limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be repaid 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 premium paid by Lender.

11. Successors and successors' spouses; joint and several liability; co-signers. The conventions 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 spouse; joint and several liability; co-signers. The conventions and agreements of this security instrument shall be joint and several. Any Borrower who co-signs this security instrument shall be liable to Lender and Borrower, and any other Borrower, up to the amount of the sum secured by this security instrument; and (c) agrees that Lender and any other Borrower may agree to pay the sums secured by this security instrument; under the terms of this security instrument; (b) is responsible personally and individually to pay the sums secured by this security instrument; and any other Borrower may agree to extend, modify, or replace any accommodation this Note with regard to the terms of this security instrument or the Note without further Borrower's consent.

If the Property is abandoned by Borrower, or, if, after notice by Lender to Borrower that the condominium offers to make an award or settle claim to collect and apply the proceeds, Borrower fails to respond within 30 days after such notice, Lender may sue to collect the amounts so due.

In the event of a total taking of the property, the proceeds shall be applied to the debts of the estate.

9. **Condemnation**—The proceeds of any part of the property, or for conveyance in lieu of condemnation, in connection with any condemnation or other taking of any part of the property, or for claim for damages, directed to the sums assessed by this **Commission** shall be paid to Lender.

11. 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 until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement with Lender.

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OSIC Form No.: 199022

## ADJUSTABLE RATE RIDER (3 or 5 Year Index—No Payment Cap)

THIS ADJUSTABLE RATE RIDER is made this 24TH day of JUNE .19 87 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to OLD STONE MORTGAGE CORPORATION, 500 108TH AVE. N.E., BELLEVUE, WASHINGTON 98004 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

528 DOGWOOD TR., ELK GROVE VILLAGE, ILLINOIS 60007  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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 9.250%. 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 .19 90 and on that day every 36 th 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 three 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 THREE FOURTEEN points ( 2.750 %) 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. **INTEREST RATE ADJUSTMENT IS LIMITED TO 2%.**

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. **MY INTEREST RATE WILL NEVER EXCEED 15.25% AND WILL NEVER BE LOWER THAN 5.0%.**

##### (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 any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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(EES)

SANDRA J. JOHNSON

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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 until Lender receives payment in full. Lender exercises Borrower's option to require immediate payment of all amounts due under the Note and this Security instrument or any part thereof at any time if Lender receives notice from Borrower that Borrower is in default of any term of this Agreement.

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