

UNOFFICIAL COPY

3 7 3 3 3 2 4 4

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 JUL 13 AM 11:19

87383244

87383244

LOAN AMOUNT 09-58-71333

(Space Above This Line For Recording Data)

MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JULY 10
19 87 The mortgagor is MICHAEL L. MESSING AND CAROL RIMM MESSING HIS WIFE

("Borrower"). This Security Instrument is given to SEARS MORTGAGE CORPORATION
which is organized and existing under the laws of THE STATE OF OHIO , and whose address is
300 KNIGHTSBIDGE PARKWAY, 500, LINCOLNSHIRE, ILLINOIS 60069 ("Lender")
Borrower owes Lender the principal sum of EIGHTY THOUSAND AND NO/100

Dollars (U.S. \$ 80,000.00). 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 AUGUST 1, 2017. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:

LOT 13 IN BLOCK 2 IN BECKER'S INDIAN BOUNDARY PARK SUBDIVISION A SUBDIVISION OF THE
WEST 5 ACRES OF THE EAST 25 ACRES OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF
SECTION 36 , TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBER: 10-36-204-034-0000 VOLUME 303

AEO/PJ

87383244

which has the address of 2712 W. ESTES (Street) CHICAGO

Illinois 60645 (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.

UNOFFICIAL COPY

PREPARED BY: SEARS MORTGAGE CORPORATION
1834 WALDEN OFFICE SQUARE, SUITE 200
SCHAUMBURG, ILLINOIS 60173

[Signature]

Notary Public

My Commission expires: 1-17-90

Given under my hand and official seal, this

day of *[Signature]* 10 1987

signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein

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

, personally known to me to be the same person(s) whose name(s)

do hereby certify that *[Signature]* M. L. Messing & Carol L. Messing, his wife

, a Notary Public in and for said county and state,

County ss:

S adk

I, *[Signature]* Petitioner De jetzt

STATE OF ILLINOIS,

(Space Below This Line For Acknowledgment)

-Borrower
(Seal)

-Borrower
(Seal)

CAROL RIMM MESSING
[Signature]
MICHAEL L. MESSING
[Signature]

-Borrower
(Seal)

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

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

Other(s) [Specify] _____

Graduated Payment Rider Planned Unit Development Rider

Adjustable Rate Rider Condominium Rider 2-4 Family Rider

Instrument the covenants and agreements of each such rider shall be incorporated into and shall amend and

this Security Instrument. If one or more riders are executed by Borrower and recorded together with
23. Rider to this Security Instrument, all rights of homeestead execution in the Property.

Instrument charge to Borrower. Borrower shall pay any recording costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

receipts of amounts and reasonable attorney fees, and interest on the sums secured by this Security

Instrument including collection of rents, including, but not limited to, receiver's fees, premiums on

the Property including collection of rents, take possession of and manage the first to payment of the
appointed receiver) shall be entitled to center upon, by agent or by judicially

prior to the expiration of any period of redemption following judicial sale, Lender shall pay any time
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including,

this Security instrument further demand and may foreclose this Security Instrument by judicial procedure.

existance of a default or any other defenese of Borrower to accelerate, if the defaulter is not cured on or
before the date specified in the notice, Lender retains its option to immediately pay all sums secured by

information Borrower of the right to reinstate after acceleration and the right to accept in the form of
securities by this Security instrument, foreclosure by judicial procedure. The notice shall further

and (d) that failure to cure the defect specified in the notice may result in acceleration of the sums
delays (c) a date, notice less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;

unless otherwise provided law provides otherwise. (a) the defaulter, (b) the section required to cure the
breach of any covenant in this Security instrument (but not prior to acceleration under paragraph 13 and 17

NON-UNIFORM COVENANTS. Lender shall give notice to Borrower prior to acceleration following Borrower's
failure to pay timely.

UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNOFFICIAL COPY

SEARS MORTGAGE CORPORATION

ADJUSTABLE RATE RIDER (1 YEAR TREASURY INDEX-RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 10th day of JULY, 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 Sears Mortgage Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2712 W. ESTES, CHICAGO, ILLINOIS 60645

(Property Address)

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

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

A. Interest Rate And Monthly Payment Changes

The Note provides for an initial interest rate of 7.625 %. The Note provides for changes in the interest rate and 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 AUGUST 1, 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 "Index" is the monthly average yield on United States Treasury Securities adjusted to a constant maturity of 1 year, 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 a notice of this choice.

(C) Calculation of Interest Rate Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits On Interest Rate Changes

The interest rate I am required to pay at the first Interest Change Date will not be greater than 9.625 % or less than 5.625 %. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.625 %.

UNOFFICIAL COPY

Log No. 09-58-71333

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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."

"To the extent permitted by applicable law, Lender may charge a reasonable assumption fee as a condition to Lender's consent to any loan assumption. That assumption fee shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the date of the sale or transfer. 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. That assumption agreement shall contain a provision under which the maximum interest rate of the loan as specified in Section 4(D) of the Note will be changed so that subsequent interest rate adjustment shall not result in an interest rate that is more than 5 percentage points greater than the interest rate in effect at the time of the loan assumption. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing."

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

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Ziva Humpfeld
Witness

Michael L. Messing 7-10-87
MICHAEL L. MESSING
Borrower

Salerie F. Laskey
Witness

Carol Rinn Messing 7/10/87
CAROL RINN MESSING
Borrower

UNOFFICIAL COPY

BOX 333-22

Property of Cook County Clerk's Office