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[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 2,
1987 The mortgagor is CHRISTOS *Ch.* KARRAS AND MARY KARRAS, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to SERVE CORPS MORTGAGE CORP.

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is
1430 BRANDING LANE SUITE 129, DUNNERS GROVE, ILLINOIS 60515 ("Lender").

Borrower owes Lender the principal sum of FIFTY-FIVE THOUSAND AND NO/100

Dollars (U.S. \$ 55,000.00). 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 1 IN FRAPPIER'S RESUBDIVISION BEING A RESUBDIVISION OF LOTS 96, 97, 98 AND THE WEST 39.0 FEET OF LOT 95 IN LONETREE SUBDIVISION UNIT NUMBER 2, BEING A SUBDIVISION OF THE NORTH 94.93 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1977 AS DOCUMENT NUMBER 23979559 IN COOK COUNTY, ILLINOIS.

-87-387727

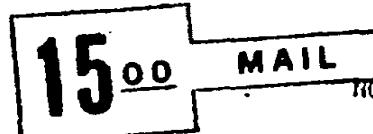
DEFT-01 RECORDING \$15.25
T#0222 TR#1952 07/14/87 13:55:00
#1139 # 387-387727
COOK COUNTY RECORDER

Edo
04-05-310-028

which has the address of 3470 BAYBERRY DRIVE
(Street)

Illinois 60062
(Zip Code)

(*Property Address):



NORTHBROOK
(City)

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.

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THE OFFICIAL COPY AT WWW.GOV.UK

MY Commission expenses:
PREPARED BY:
ROBERT L. HOLZER
DOWNEERS GROVE, IL 60515
RECORD AND RETURN TO:
SERVE CORPS MORTGAGE CORP.
1430 BRANDING LANE-SUITE 129
DOWNEERS GROVE, ILLINOIS 60515

Given under my hand and official seal, this 2nd day of July, 1987
Nancy Public Library
ERBERT L. HOLZER
LIBRARIANS, GROVE, IL 60515
MY Commission expires:
SPARED BY:

I, <u>ELIAS KARRAS</u> , Notary Public in and for said county and state, do hereby certify that CHRISTOS & KARRAS AND MARY KARRAS, HUSBAND AND WIFE personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein	
County ss:	PLATTSBURGH
	State of New York

[space below this line for annotations]

-Borrower

(Seal)

(Seal) - Borrower

MARY KARRAS/HIS WIFE
Borrower
(Seal) 

CHRISTOS KARRAS
—Borrower
—Seal

read with it.

Development Rider

thus admitted as a true witness) were a party to this conspiracy.

homogeneous expansion in the topography.

This Security Instrument, Lender shall release this Security
Instrument upon payment of all sums due thereon.

Leender or the receiver shall be applied first to payment of the amount of any damage, and to conclude the terms of settlement or any damage, and to conclude the terms of

Figure 19 or abandonment of the Property and at any time evidence.

may require immediate payment in full or all sums secured by
any real estate this Security instrument by judicial proceeding.

proceeding and sale of the Property. The notice shall further and the right to assert in the foreclosure proceeding the non-

specific: (a) the default; (b) the action required to cure the specific is given to Borrowser, by which the default must be cured;

Further coverthatant end agreee as follows:

22. Waterer of Homestead, Borrower/warriess all right of
23. Riders to this Security Instrument. If one or more
this Security Instrument, the coverants and agreements of this
Instrument [Check applicable box(es)]
 Adjustment Rider Condominium
 Adjustable Rate Rider Security Deposit
 Graduate Student Rider Planned Unit
 Other(s) [Specify] _____

20. Lender in Possession. Upon acceleration under paragraph prior to the expiration of any period of redemption following the Possessor's election shall be entitled to enter upon, take possession of those parts due. Any rents collected by the Proprietor and collection of rents costs of management of the property and reasonable attorney fees, and them to the receiver's bonds and reasonable attorney fees, and sums secured by 21. Release. Upon payment of all sums received by

NON-UNIFORM COVENANTS BORROWER AND LENDER FURTHER
19. ACCELERATION; REMEDIES. Lender shall give notice
breach of any covenant or agreement in this Security Instrument
unless applicable law provides otherwise). The notice shall

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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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18. Borrower's Right to Remand. 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 enjoining this Security instrument. Those conditions are that Borrower pays all sums which he owes under all sums which he owes under this Security instrument; and the Note had no acceleration accrued; or (c) entry of a judgment enjoining this Security instrument because sale of the Property pursuant to any power of sale contained in this Security instrument before sale of the Property pursuant to any power of sale contained in this Security instrument; or (d) entry of a judgment enjoining this Security instrument because sale of the Property pursuant to any power of sale contained in this Security instrument to the extent of a sum which he owes under all sums which he owes under this Security instrument.

If Lender exercises this option, the notice of acceleration shall give Borrower notice of acceleration, the notice shall provide a period of less than 30 days from the date of delivery of the notice to pay all sums secured by this Security instrument without further notice or demand on Borrower.

Note: Certain provisions will be given effect without the conflicting provision. To this end the provisions of this Note shall not affect other provisions of this Note which can be given effect under applicable law, such as contracts which do not affect the security instrument and the Note are declared to be severable.

15. Governing Law: Security instruments shall be governed by federal law and the law of the state in which the property is located. In the event that any provision or clause of this Security instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note.

Proprietary 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 Lender receives or any other address Borrower designates by notice to Lender. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

13. **Legislation Affecting Lenders' Rights.** If enactment or aspiration of application of laws has the effect of rendering any provision of the Note or this Security Instrument unnecessary, it shall be rendered void. Any notice to the first class mail unless applicable law requires use of another method, shall be delivered to the mailer in the manner set forth above.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by

12. **Loan Charges.** If the loan secured by the 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 Note or by prepayment without any payment to Borrower, if returned, reduces principal, the reduction will be treated as a partial prepayment without any charge under the Note.

shall not be a waiver of or preclude the exercise of any right or remedy by the original Borrower or Boltor, whether's successors in interest. Any Lender in exercising any right or remedy

10. Borrower Not a Waller. Forbearance by the Seller is not a waiver of modification of the sums secured by this Security interest in instruments granted by the Seller to any successor in interest of Borrower shall not be held liable to commence proceedings against any successor or referee to extend time for

to the sums received by this Security Instrument, whether or not then due.
In case of sale and Borrower otherwise in writing, any application of proceeds to principal shall not exceed
postpone the due date of the monthly payments referred to in paragraphs 1 and 2 of change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to paid to Borrower.

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 passed to the heirs and executors of the deceased or to the persons entitled to receive the same.

shall give Borrower notice at the time of or prior to an inspection specifically regarding reasonable cause for the inspection.

Borrower shall pay the premiums required to maintain insurance until such time as the requirement for the insurance terminates in accordance with the terms of this note.

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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 2ND day of JULY , 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

SERVE CORPS MORTGAGE CORP.

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

3470 SAYBERRY DRIVE, NORTHBROOK, ILLINOIS 60062
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 6.900 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on AUGUST , 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]

(1) Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year.

(2) The most current monthly national median cost of funds for FSLIC Insured savings and loan associations.

(3)

Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.500 percentage points (2.500 %) to my Current Index. The most recent Index figure available as of the date

45 days before each Change Date is called 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 limits stated below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will calculate the revised monthly principal and interest payment to maintain the amortization of the loan for the remaining portion of the loan term.

Limit on Interest Rate Changes

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than 2.000 percentage points (2.000 %) from the rate of interest I have been paying for the preceding twelve months. Also, my interest rate shall never be greater than 12.900 %, nor lower than 6.900 %.

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.

Christos J. Karras
CHRISTOS J. KARRAS
ch

(Seal)
— Borrower

Mary Karras
MARY KARRAS/HIS WIFE

(Seal)
— Borrower

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