

# UNOFFICIAL COPY

71-04-810 DF  
Sale

DESA COMPANY  
PALEO FOUNTAIN

1987 JUL 16 PM 12:47

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Loan # 0010001706

(Space Above This Line For Recording Data)

## MORTGAGE

15.00

THIS MORTGAGE ("Security Instrument") is given on JULY 15  
1987. The mortgagor is ROBERT L. WILLIAMSON AND ANNE WILLIAMSON, HIS WIFE  
..... ("Borrower"). This Security Instrument is given to  
FIRST FAMILY MORTGAGE COMPANY, INC. which is organized and existing  
under the laws of ILLINOIS, and whose address is .....,  
Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY EIGHT THOUSAND & 00/100 ("Lender").  
Dollars (U.S. \$ 188,000.00). 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 1st, 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 294 IN KOESTER AND ZANDER'S SIXTY-NINE SUBDIVISION OF PARTS OF LOTS  
1 TO 4, BOTH INCLUSIVE, IN OGDEN AND JONES SUBDIVISION OF BRONSON'S  
TRACT IN CALDWELL'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY  
15, 1919 AS DOCUMENT 6575048, IN COOK COUNTY, ILLINOIS.

87392090

FOO am

TAX I.D. NO. # 13 03 304 010 0000  
which has the address of 5927 FOREST GLEN AVENUE CHICAGO  
[Street]  
Illinois 60646 (City)  
[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**

BOX 333 - C

FIRST FAMILY MOS  
2900 GARDEN AVE.  
LITTLE, IL 60532

RECORD AND RETURN TO:

LISA REGIMENTI

PREPARED BY:

NOTARY PUBLIC

18/9/11 : संस्कृत विज्ञान का अध्ययन

• 1987

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS  
D.Y. OF

'  
WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPAREAD BEFORE ME  
THIS DAY IN PERSON, AND ACKNOWLEDG'D THAT THEY SIGN'D AND DELIVER'D  
THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES  
AND PURPOSES THEREIN SET FORTH.

COUNTY AND STATE, DO HEREBY CERTIFY THAT

COUNTY SS: ILLINOIS , I,  
A NOTARY PUBLIC IN AND FOR SAID

By SIGNING BELOW, BORROWER accepts and agrees to the terms and conditions contained in this security instrument and in any rider(s) executed by Borrower and recorded with it.

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

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

Instrument [Check applicable box(es)]  
 Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Grandparent Rider       Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

20. **Lender's Right in Possession.** Upon acceleration under paragraph 19 or abandonment of the Project prior to the expiration of any period of redemption following judgment sale, Lender (in person, by agent, or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Project and to collect the rents of the Project including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the Project costs of management of the Project and then to rents, including, but not limited to, fees, premiums on receivables, bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement 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 date which the default must be cured; and (d) that failure to cure the date specified in the notice may result in acceleration of the sum secured by this instrument. The notice shall also state the date from which it becomes effective, (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice becomes effective, by which the default must be cured; and (e) the expenses of acceleration or other expenses of the creditor. The notice shall state all costs of collection, fees and expenses of acceleration, interest, attorney's fees and costs of suit, and costs of execution.

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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 Retain. 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: (a) pays Lentor all sums which Lentor would be due under this Security instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants of this Security instrument; (c) pays all expenses incurred in enforcing this Security instrument to any other creditor of the Property; and (d) pays Lentor all sums which Lentor would be due under this Security instrument and the Note had no acceleration occurred to reinstate this Security instrument and the Note 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 1 or 17.

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 delivered or mailed within which Borrower must pay all sums secured by this Security instrument in full without further notice or demand on Borrower.

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) to another person without Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, if this option shall not be exercised by Lender or if exercise is prohibited by law as to this Security Instrument, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument. However, if this option shall not be exercised by Lender or if exercise is prohibited by law as to this Security Instrument, Lender may, at his option, require immediate payment in full of all sums secured by this Security Instrument.

15. **Geographic Scope:** This Security Instrument shall be governed by law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument 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 the extent that any provision of this Security Instrument conflicts with the Note, the Note shall prevail.

16. **Right to Set Off:** The right of the Note holder to set off amounts due under this Note against amounts due under any other agreement between the Note holder and the Borrower shall be given only if such other agreement does not provide otherwise.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in 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 at Lender's address provided

13. **Lender's Rights.** If enforcement or application of applicable laws has the effect of rendering any provision of the Note or this Security Instrument ineffective to its terms, Lender may exercise his options under this option, Lender shall take steps specified in the second paragraph of paragraph 19. If Lender exercises this option, Lender shall be entitled to sue for the sum secured by this instrument and may invoke any remedy permitted by law.

12. **Loan Charges.** If the loan accrued 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 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 Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. Successors and Assignees; Joint and Several Liability; Co-signers. The covenantants and agreements of this Security instrument shall bind and succeed to them in the successions and assignments of the Note and the Borrower, and to their heirs, executors, administrators, and assigns generally. Any Borrower who signs this Security instrument, but does not execute the Note, (a) is co-signing this Security instrument only to mortgage, grant and convey the Borrower's interest in the property described in the Note, and (b) is not personally liable for the obligations of the Borrower under this Security instrument.

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

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

If the property is damaged or destroyed by fire, water damage, or theft, the notice of damage must be given within 30 days after the date the notice is made available to Bottrower. If the notice of damage is given within 30 days after the date the notice is made available to Bottrower, Bottrower will proceed 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 or not then due.

Paid to Escriber Borrower  
Borrower's Name: \_\_\_\_\_ Date: \_\_\_\_\_

the amount of the proceeds multiplied by (a) the market value of the securities or (b) the fair market value of the property before the date of the offering.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument and Lender or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, Lender or Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by unless Borrower and Lender make other arrangements.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement ceases. Borrower's and Lender's written agreement or application for the insurance, shall pay the premiums required to maintain the insurance in effect until such time as the requirement ceases.

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## ADJUSTABLE RATE RIDER (Index—Rate Caps) COST OF FUNDS

THIS ADJUSTABLE RATE RIDER is made this 15th 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 FIRST FAMILY MORTGAGE COMPANY, INC., A CORPORATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5927 FOREST GLEN AVENUE, CHICAGO, ILLINOIS 60646  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER 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 7.500%. 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 AUGUST, 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 ~~Weighted monthly weighted cost of savings, borrowings, and advances of members of the Federal Home Loan Bank of San Francisco ("The BANK") as made by the Bank.~~ <sup>\*\*</sup> ~~most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."~~ <sup>\*\*</sup> monthly weighted cost of savings, borrowings, and advances of members of the Federal Home Loan Bank of San Francisco ("The BANK") as made by the Bank. 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 QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (one point (0.125%)). Subject to the limits 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 Change Date will not be greater than 9.500% or less than 5.500%. Thereafter, my interest rate will never be increased or decreased on any single 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 13.500%, nor less than 1.500.

**(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.

8/29/2019

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ANNE WILLIAMS  
ROBERT L. WILLIAMS

**BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate**

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration, which Borrower 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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the assignment of any of Lender's rights under this Note and to Lender's acceptance of any payment made in accordance with the terms of this Note.