

FIRST AMERICAN TITLE INSURANCE  
COMPANY OF THE MIDWEST, INC.  
C-2474/  
ORDER # 267393

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$16.25  
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COOK COUNTY RECORDER

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## MORTGAGE

042082-8

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 28  
1988. The mortgagor is MITCHELL L. KLEIN AND DEBRA KLEIN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to CENTURION FINANCIAL GROUP, INC., which is organized and existing under the laws of THE STATE OF ILLINOIS 104 WILMOT ROAD DEERFIELD, ILLINOIS 60015 , and whose address is Borrower owes Lender the principal sum of ("Lender").  
TWO HUNDRED THIRTY THOUSAND AND NO/100

Dollars (U.S.) 230,000.00 ). 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 OCTOBER 1, 2018. 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 8 IN BROOKSIDE ESTATES UNIT 2 A SUBDIVISION OF PART OF THE WEST 30 ACRES OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

16/25  
04-09-301-016 VOL. 131

which has the address of 1301 BROOKSIDE LANE , NORTHBROOK  
(Street) (City)  
Illinois 60062 ("Property Address");  
(Zip Code)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the rate of twelve percent per annum.

In addition, applying reasonable accommodations in court, paying reasonable attorney fees and centering on the Property to make repairs. All through

7. Protection of Lender's Rights in the Property: Mortgagor shall insure the property in the name of the mortgagee for the full amount of the principal sum and interest due thereon.

charge; the Borrower shall comply with the requirements of the lessee, and the lessee's right to receive title to the property is subordinate to the lessee's right to receive title to the property.

6. **Preservation and Maintenance of Property; Leasehold.** Borrower shall not destroy, damage or subdivide any equipment or machinery prior to the acquisition.

the property to pay sums secured by this security instrument, whether or not such date. The 3-day period will begin when the notice is given.

restitution or repair is not economically feasible or Lender's security would be lessened if insurance proceeds should be applied to the sums received by this SecuritY instrument, whether or not such a claim, the insurance company may collect the insurance proceeds. Lender may sue the trustee to recover

of the **properly damaged**, if the restoration or repair is economically feasible and **Landlord's security** is not lessened, **if the** **proper** **and** **reasonable** **effort** **is** **expended** **to** **repair** **or** **replace** **any** **damaged** **property** **which** **is** **not** **caused** **by** **tenant's** **negligence** **or** **willful** **misconduct**.

Lender shall have the right to hold the policies and renewals in the event of loss. Borrower shall promptly give to the insurance all receipts of paid premiums and renewals.

5. Hazardous Substance. Borrower shall keep true and accurate records of hazardous substances received on the property and remove them as soon as practicable. Borrower shall not store or handle hazardous substances in quantities greater than those required by law. Borrower shall not store or handle hazardous substances in quantities greater than those required by law.

borrower shall prominently disclose any fact which has priority over this security instrument unless borrower: (a) agrees in writing to the payment of the obligation incurred by the lessee in a manner acceptable to Lender; (b) consents in good faith the lessee, or defendant against a claim concerning the lessee in the legal proceedings which in the Lender's opinion operate to impair the lien by, or (c) acquires from Lender a copy of the lease or other document which contains a provision that the lessee shall satisfy the lien or take some or more of the actions set forth above within 10 days of the giving of notice.

to be paid under this paragraph. If Government makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Note: Third, to amounts payable under paragraph 2; fourth, to amounts due; and fifth, to principal due.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lentender under these paragraphs I and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; and third, to principal.

amounts of the funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amounts held by Lender to make up the deficiency in one of more payments as required by Lender.

the due dates of all the recoverable items, shall exceed the amount required to pay the recoverable items which due, the excess amount will be, in the borrower's option, either repaid to Borrower or credited to Borrower on monthly payments of funds, if the

In addition, record-keeping of the Funds shall show weekly credits and debits to the Funds and debits to the Fund's pledged additional security for the purpose of meeting its Secured Liabilities.

repatriating services since most of a country's foreign assets are held in the form of foreign currencies.

Lender pays Borrower interest on the Funds and applicable fees to make such a charge. A change necessitated by lender in connection with Borrower's entering into the Security Instrument to pay the cost of an independent tax

The Funds shall be held in institution the depositories of accounts or which are maintained or furnished by a general manager if such manager is not a member of the Fund.

incentive pay packages, it is not unusual for firms to offer a "golden handshake" to executives leaving their employ.

to lend itself 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 arise prior to the date of payment of the Note, and (b) yearly

1. Payment of Principal and Interest; Prepayment of the debt incurred by the Note and any Prepayment fee as set forth in the Note; Borrower shall promptly pay when due interest and fees and charges.

2. Funds for Taxes and Insurance. Subsequent to the initial payment of taxes or insurance, Borrower shall pay whenever due interest and fees and charges.

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ADJUSTABLE RATE RIDER  
(11th District Cost of Funds Index--Rate Caps)

042082-8

THIS ADJUSTABLE RATE RIDER is made this 28TH day of SEPTEMBER , 19 88 , 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 CENTURION FINANCIAL GROUP, INC., an Illinois Corporation (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1301 BROOKSIDE LANE, NORTHBROOK, ILLINOIS 60062

[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 8.500 %. 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 NOVEMBER , 19 89 , and on that day every 12 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 weighted average cost of savings, borrowings and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points ( 2.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 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 10.500 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) ( 2.000%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.000 %.

### (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 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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Borrower \_\_\_\_\_  
(Seal)  
Borrower \_\_\_\_\_  
(Seal)  
DEBRA KLEIN \_\_\_\_\_  
(Seal)  
MITCHELL L. KLEIN \_\_\_\_\_  
(Seal)

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

If Lender exercises this 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 further notice or demand is not required. Lender may transfer this note to another party at any time during the term of this note.

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 also may 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 this Note and in this Security Instrument. Lender will continue to be obligated under the Note and this Security Instrument unless Lender releases this note. Lender may transfer this note to another party at any time during the term of this note.

Borrower in writing.

on Borrower.