

# UNOFFICIAL COPY

88452286

DEPT-01 \$18.00  
TH4444 TRAN 2829 10/03/88 10:08:00  
#7099 # ID \* 88-452286  
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

## MORTGAGE

88452286

19. THIS MORTGAGE ("Security Instrument") is given on ..... **HARRY M. RUETSCHLIN**, "SINGLE AND CARRIE J. ZIMMERMAN", "SINGLE" ("Borrower"). This Security Instrument is given to ..... **"SHELTER MORTGAGE CORPORATION**, which is organized and existing under the laws of ..... the State of Wisconsin, and whose address is ..... 1375 East Schönburg Road, #220, Schönburg, IL 60194 ("Lender"). Borrower owes Lender the principal sum of ..... **ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO/.100** Dollars (U.S. \$..... 185,000.00). 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 ..... **SEPTEMBER 01, 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 20 IN PLANNED DEVELOPMENT GETTYSBURG ESTATES, BEING A SUB-DIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 6, 1987 AS DOCUMENT 87601514, IN COOK COUNTY, ILLINOIS.  
(Such property having been purchased in whole or in part with the sums secured hereby.)  
TAX KEY NO: 02-26-305-018/02-26-305-015

L-204502-C2 LAND TITLE COMPANY Hicks

which has the address of ..... **2430 CHAPMAN COURT** ..... (Street)  
60008 ..... (City)  
Illinois ..... (Zip Code) **(\$18.00)** **ROLLING MEADOWS**

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**

MAIL TO: BOX 45

RETURN TO: Scheltar Mortgagé Corporation  
1375 East Schamburg Road, #220  
Schamburg, IL 60199

This instrument drafted by: LISA B. ECKER

Notary Public

-26/ 4/98

## My commission expires:

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 free and voluntarily act, for the uses and purposes therein set forth.

do hereby certify that HARRY M. RUETSCHLIN, SINGLE AND CARRIE J.,  
a Notary Public in and for said county and state,  
the undersigned,  
SINGLERUETSCHLIN, ZIMMERMANN

**STATE OF ILLINOIS,**  
~~et al.~~ County ss:

STATE OF ILLINOIS,

11.10.010 PREMISES AND USES OF LAND

*Carrie J. Zimmerman*  
CARRIE J. ZIMMERMAN  
*(Seal)* *Borrower*

By SIGNING BELOW, Buyer/Writer accepts to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [Specify] Addendum to Rider

Instrumental [Cheek applicabte box(es)]  
supplemental to: covenants and agreements of this Security instrument as if the under(s) were a part of this Security instrument; the covenants and agreements of each such rider shall be incorporated into and shall amend and  
this Security instrument.

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

22. Waiver of Foreclosure. Borrower waives all rights to foreclose or otherwise terminate in the Project by

prior to the expiration of any period of redemption following judgment shall be entitled to receive the property included in the collection of rents, but not limited to, received as fees, premiums on sales of manorholds or the like, lands or the like reversion shall be applied first to payment of the costs of property including those past due. Any rents collected by Landlord for the benefit of tenants, but not limited to, received as fees, premiums on

Security instruments shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Secured by this Security Instrument, forcible entry by judgmental proceeding and sale of the right to remit default or any other expense of enforcement and collection and removal of the chattel security interest in the property. The notice shall further extend for a period of three years from the date of delivery or any other expense of enforcement and collection and removal of the chattel security interest in the property.

breach of any covenant or agreement in this Security Agreement (but not prior to collection under Paragraphs 13 and 17 unless otherwise specified); (a) the debtor; (b) the creditor; (c) a debt less than 30 days from the date the note to be created;

NON-UNIFORM COVENANTS. Bottower and Lender agree that covenants and agreements as follows:

# UNOFFICIAL COPY

4 2 2 8 6

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 loans 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.

88452286

# UNOFFICIAL COPY

# UNOFFICIAL COPY

## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

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....SHELTER MORTGAGE CORPORATION..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2430 CHAPMAN COURT, ROLLING MEADOWS, IL 60008  
(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 ....7.750%. 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 ..... SEPTEMBER...01....., 19.89., 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 weekly 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 notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding .....2.80..... percentage points (.....2.80%) 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 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 .....9.750....% or less than ...5.750.....%. 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 ..13.750....%.

**(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.

88452286

# UNOFFICIAL COPY

88452286

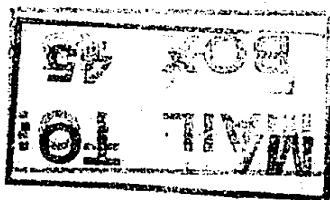
*John J. Zimmerman*  
CARLIE J. ZIMMERMAN  
-Burrwater  
.....(Seal)

HARRY M. RUETSCHL IN  
Baltimore  
(Seal)

BY SIGNING BELOW, Borrower accepts 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 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 this loan assumption. Lender may also require the transferor to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument.



AFTER RECORDING RETURN TO:  
SHELTER MORTGAGE  
1375 East Schaumburg Road,  
Schaumburg, IL 60194

**UNOFFICIAL COPY****ADDENDUM TO ADJUSTABLE RATE RIDER  
(Fixed Rate Conversion Option)**

THIS ADDENDUM TO ADJUSTABLE RATE RIDER is made this 28TH day of SEPTEMBER, 1988, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note, with Addendum to Adjustable Rate, to SHELTER MORTGAGE CORPORATION (the "Lender") and located at 2430 CHAPMAN COURT, ROLLING MEADOWS, IL 60008 (Property Address)

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

**A. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate as follows:

**1. Option to Convert to Fixed Rate**

I have a Conversion Option which I can exercise unless I am in default, I have been delinquent at any time during the term of this loan, or this Section A-1 will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion may take place at any time after the first anniversary through the fourth year. I can convert my interest rate only during this period called the "Conversion Period."

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: a) I must give the Note Holder notice that I am doing so during the Conversion Period and at least thirty (30) days before the end of the Conversion Period; b) on the Conversion Date, I am not in default under the Note or the Security Agreement; c) I have never been delinquent on any payment under my Note from the inception of this loan; d) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion; e) I must be qualified at the rate of interest after conversion using the Note Holder's FHLMC current underwriting guidelines for fixed rate mortgages; and f) I must be the original Borrower under this Note.

**2. Calculation of Fixed Rate**

My new fixed interest rate shall be equal to the FHLMC 60 day net yield for 30 year or 15 year fixed rate mandatory

12/11/87

ARM#003

# UNOFFICIAL COPY

delivery commitments plus 50 basis points that was in effect on the date that was 45 days prior to the conversion date; or if my loan exceeds \$168,700, my new fixed interest rate shall be equal to Residential Funding Corporation's 60 day net price for 30 year or 15 year fixed rate conventional mortgage mandatory delivery commitments plus 50 basis points, that was in effect 45 days prior to the conversion date. If the aforementioned calculated interest rate exceeds the maximum allowable interest rate (the lifetime cap for the ARM), the capped interest rate will become my new interest rate for the fixed rate mortgage.

### 3. Determination of New Payment Amount

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the maturity date.

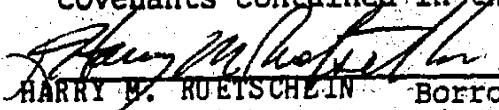
### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If Borrower exercises the Conversion Option under the Note as stated in Section A of this Addendum to Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in the Rider shall cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

52286  
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 thirty (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 Addendum to Adjustable Rate Rider.

  
HARRY M. RUETTSCHEIN

(Seal)  
Borrower

  
CARRIE J. ZIMMERMAN (Seal)  
Borrower

(Seal)

(Seal)

Borrower

Borrower

RETURN TO: SHELTER MORTGAGE CORP., 1375 E. Schaumburg Rd., Schaumburg, IL 60194

12/11/87

AMM 0002