

# UNOFFICIAL COPY

-88-463210

(Space Above This Line For Recording Data) — 09-58-97829

## MORTGAGE

88463210

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 29  
1988. The mortgagor is STEVEN S. ROGERS AND MICHELE Y. ROGERS, HUSBAND AND WIFE  
("Borrower"). This Security Instrument is given to  
Sears Mortgage Corporation, which is organized and existing  
under the laws of the state of Ohio, and whose address is  
300 Knightsbridge Parkway #500, Lincolnshire, Illinois, 60069 ("Lender").  
Borrower owes Lender the principal sum of TWO HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED AND NO/100s-----  
Dollars (U.S. \$ 276,300.00). 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 01, 2028. 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 3 ( EXCEPT THE EAST 60 FEET THEREOF ) IN THE RESUBDIVISION OF  
LOTS 12 TO 20 IN BLOCK 3 IN THE VILLAGE OF EVANSTON IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
CFT-01 #4444 TRIN 2797 10/07/88 10 37:00  
#9862 S TS # - 108-463210  
COOK COUNTY RECORDER

P.I.N. # 11-18-201-001-0000

88-463210

which has the address of 2027 ORRINGTON AVE., EVANSTON  
[Street] (City)  
Illinois 60201 ("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 seized 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.

8/6-25

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850 S. MILWAUKEE AVE  
LIBERTYVILLE, IL 60048  
(Address)

SEARS MORTGAGE  
MEG PECKOWSKI.....  
(Name)

This instrument was prepared by:

My Commission expires: 4/3/91

Given under my hand and official seal, this

day of September, 1982

signed and delivered the said instrument as *free and voluntary act, for the uses and purposes herein*  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *he or she*  
*personally known to me to be the same person(s) whose name(s) are*  
*do hereby certify that Steven S. Rogers & Michele Y. Rogers,*  
*a Notary Public in and for said county and state,*

I, the undersigned

STATE OF ILLINOIS,

Cook

County is:

Borrower  
(Seal)

Borrower  
(Seal)

MICHELLE Y. ROGERS  
(Seal)

STEVEN S. ROGERS  
(Seal)

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.

Other(s) [Specify]       Graduate Part-time Rider       Planned Unit Development Rider       2-4 Family Rider

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

22. Waiver of Homeestead, Borrower waives all right of homestead exception in the Property.

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

Instrument without charge to Borrower. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

Instrument without charge to Borrower. Upon payment of all sums secured by this Security

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

20. Rider in Possession, Upon acceleration of the Property and at any time but not limited to, reasonable attorney fees and costs of title evidence.

19. Acceleration: Lender shall give notice to Borrower to accelerate 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 default required to cure the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

and (d) either failure to cure the default or before the notice may result in the acceleration of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the non-inform Borrower of the right to reinstate after acceleration and the right to repossess the property. The notice shall further

inform Borrower of the right to accelerate after acceleration and the right to repossess the property. If the default is not cured before the date specified in the notice, Lender at its option may foreclose immediately by judicial proceeding;

this Security Instrument without notice to Borrower to accelerate the payment of all sums secured by this Security

Instrument; the date specified in the notice is the date the default must be cured; before the date specified in the notice, Lender at its option may foreclose to accelerate the payment of all sums secured by this Security

Instrument; the date specified in the notice is the date the default must be cured; unless applicable law provides otherwise). The notice shall specify: (a) the default required to cure the

default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

and (d) either failure to cure the default or before the notice may result in the acceleration of the sums secured by this Security Instrument, foreclosed by judicial proceeding and sale of the non-

18. Acceleration: Remedies. Lender shall give notice to Borrower to accelerate 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 default required to cure the

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

My Commission Expires 6/3/91  
Notary Public, State of Illinois  
Official Seal.  
Property of Sears Mortgagors



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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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SMU 484 Multifaceted 788

Property of Cook County Clerk's Office  
Borrower \_\_\_\_\_  
(S#41)  
Borrower \_\_\_\_\_  
(S#41)  
Borrower Y. ROGERS \_\_\_\_\_  
(S#41)  
Borrower STEVEN S. ROGERS \_\_\_\_\_  
(S#41)

## WITNESSES:

By signing this Rider, Borrower agrees to all of the above.

If Lender determines that all or any part of the sum 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 secure an agreement in a form satisfactory to Lender that lien. Borrower shall promptly reduce to Lender security instrument, or shall provide an instrument in a form satisfactory to Lender subordinating that lien to this Security Instrument.

## D. PRICE OF LIENS

If 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 which exceeds permitted limits, or (B) any such loan charge already collected from Borrower which exceeds 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. LOAN CHARGES

As indicated in the accompanying note, the principal amount that must be repaid will not exceed 125% of the original principal amount of the note.

On the fifth monthly Payment Adjustment Date and on each succeeding fifth monthly Payment Adjustment Date thereafter, the Borrower will begin paying the Full Payment as the Borrower's monthly payment until the monthly payment changes again. Borrower will also begin paying the Full Payment as the monthly payment until the final monthly Payment Adjustment Date. The final monthly payment due at maturity may be more than the scheduled monthly Payment. Since the final monthly payment is fixed for the last year of the loan term but the interest rate is subject to change every month, the monthly payments may not be sufficient to pay the loan in full if the interest rate increases. On the other hand, if the interest rate decreases, the final payment may be less than the scheduled payment.

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SMU 644 Multistate 7/88

On the Monthly Payment Adjustment Dates, the monthly payment changes will be limited to an increase or decrease of 7 1/2% from the payment during the prior 12-month period except as noted below.

- (a) the outstanding principal balance,
- (b) the then current interest rate, and
- (c) the remaining term of the loan.

On NOVEMBER 01, 1989 and every TWELVE months thereafter (the "Monthly Payment Adjustment Date"), Borrower's monthly payment will also be reset to resettle the monthly payment on these dates, the Lender will determine the amount of the monthly payment on the basis of the following factors:

U.S. \$ 1,818.25  
of ONE THOUSAND EIGHT HUNDRED EIGHTEEN AND 25/100s-----  
Borrower's monthly payment for the first TWELVE months will be in the amount

Note, unless otherwise paid by Borrower, such capitalized interest is part of the initial advance under the Note, which is greater than the Borrower's scheduled monthly payment will be advanced on Borrower's account by Lender and added to the outstanding principal balance under the Note. In that case, the interest due which is payable in monthly installments. Monthly payments will be secured indebtedness is payable in monthly installments. Monthly payments will be applied first to Borrower's scheduled monthly payment.

The secured indebtedness is payable in monthly installments. Monthly payments will be applied first to the interest due and then to principal. The interest due may be greater than the current amount of the secured indebtedness is payable in monthly installments. Monthly payments will be applied first to Borrower's scheduled monthly payment.

## B. MONTHLY PAYMENT CHANGES: CAPITALIZED INTEREST

Before each interest Rate Change Date, the Note Holder will calculate the new interest rate by adding TWO AND 10/100 Percentage Points (2.10 %) to the current unrounded Index. The Note Holder will round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This

Current Index figure is the one available on the last business day of the month preceding each Interest Rate Change Date.

To set each new interest rate, the Note Holder will first determine the "Current Index" figure. The Rate Cap.)

Changes in the interest rate will never cause the interest rate to be greater than 13.25 %. (Interest Rate Cap)

The Lender may subscribe to a new measure of the cost of money as the Index if at any time the Index being used ceases to be publicly announced by its source. The substituted Index will be used to determine changes in the interest rate beyond the control of the Lender and will be readily available to and verifiable by Borrower.

Changes in the interest rate will be based on changes in a measure of the cost of money called the "Index." This Index will be stated as a percentage figure. The Index used is the monthly weighted average cost of funds for the Elveneth District Members of the Federal Home Loan Bank.

Changes in the interest rate may change after the first day of the month beginning on APRIL 01, 1989, and every month thereafter. The dates on which the interest rate may change are called the "Interest Rate Change Date."

## A. INTEREST RATE CHANGE

Additional rider covenants and agree as follows:

2027 ORRINGTON AVE., EVANSTON, ILLINOIS, 60201

This Rider is made this 29TH day of SEPTEMBER, 1988. and is incorporated into the Note has an "Initial Interest Rate" of 7.50 %. The Note interest rate may be increased or decreased on the first day of the month beginning on APRIL 01, 1989, and every month thereafter. The dates on which the interest rate begins changing are determined by the same date (the "Note") 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 the Note to the Lender further covenants and agree as follows:

THIS NOTICE RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND ADJUSTES PAYMENTS IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHED, IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER. I WILL BE ABLE TO LIMIT MY MONTHLY PAYMENTS TO 7-1/2% EACH YEAR. THE PRINCIPAL AMOUNT I MUST REPAY MAY BE INCREASES TO 7-1/2% EACH YEAR, I WILL BE ABLE TO LIMIT MY MONTHLY PAYMENT TO THE ORIGINAL AMOUNT.

## MONTHLY ADJUSTABLE RIDER