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## **MORTGAGE**

20-30346-0

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 30  
1988 The mortgagor is PAMELA S. KASSAL, MARRIED TO ANTHONY A. KASSAL \$17.00

("Borrower"). This Security Instrument is given to AUSTIN FINANCIAL SERVICES, INC.  
ITS SUCCESSORS AND/OR ASSIGNS  
which is organized and existing under the laws of , and v  
8200 WEST 95TH STREET  
HICKORY HILLS, ILLINOIS 60457  
Borrower owes Lender the principal sum of  
FORTY NINE THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S. \$ **49,400.00**). 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 **DECEMBER 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  
SEE ATTACHED RIDER

**County, Illinois:**

23-05-201-060-000

which has the address of **137 D. WILLOWS EDGE**  
[Street]  
**Illinois 60480** ("Property Address");  
U.S. Postage

**WILLOW SPRINGS .**  
[City]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully 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.

**ILLINOIS**—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

-EF(IL) 18801

VMP MORTGAGE FORMS • (313) 293-8100 • (800) 521-7281

Form 3014 12/83

Amended 5/87



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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 Board; 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 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.

Leander may take action under this paragraph, fees and costs incurred by Leander to make repairs. Although Leander does not have to do so.

1. **Agreement of Lender's Rights in the Property:** Without prejudice to the rights of the Secured Party, the Lender shall have all the rights and powers of the Secured Party under this Agreement.

changes the Property, allow the Property to deteriorate or commit waste. If this Securitly Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall not merge unless Lender agrees to the merger.

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 alter the property or fixtures or leaseholds.

Under 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 under paragraph 19 the property is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments.

The property or to settle a claim, when Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the property or to settle a claim, or does not wish to do either, Lender may use the sums secured by this Security Instrument, whether or not then due. The period of restoration begins when Lender may collect the insurance proceeds.

of the property damaged, in the estimation of expert is economically reasonable and certain, security would be lessened, if such insurance proceeds shall be apportioned to the sums secured by this Security Instrument, whether or not then due, with a like access paid to Borrower. If payment of the principal sum due under this Security Instrument, together with all interest accrued thereon, and all other amounts due hereunder, shall have been made in full, the security herein described shall be released.

Lender shall have the right to hold the policies and renewals; if Lender renews, Borrower shall promptly give to Lender all receipts of paid premiums and renewals; in the event of loss, Borrower shall promptly give to Lender all notices and renewal notices; if Lender makes premium or other charges, Borrower shall promptly pay to Lender all amounts due.

All insurance policies and renewals shall be acceptable to Lennder and shall include a standard mortgage clause unreasonably withheld.

**5. Hazard Insurance.** Borrower shall keep the property in good repair and shall not commit any waste or damage thereto which would impair its value or render it dangerous to the public. Borrower shall maintain insurance covering the property against loss by fire, hazards included within the term "extreme and coverable", and any other hazards for amounts and for periods that Lender requires. The insurance premiums now existing or hereafter erected on the property measured agains losses by fire, hazards included within the term "extreme and coverable", and any other hazards for amounts and for periods that Lender requires insurance shall be maintained in the amounts and for the periods that Lender requires. The

The Proprietary is subject to a lien which may prevail prior to or after this Security Instrument. Lender may give Borrower a notice demandizing 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.

agreements in writing, or the parties may record or file the original agreement, or a copy of the original agreement, with the Secretary of State.

to be paid under this paragraph ("Borrower") makes these payments directly, Borrower shall promptly remit to Lender

Property which may attain priority over this security instrument, and otherwise pay amounts of money due or to become due under this note.

parcagesaphys 1 and 2 shall be applied; first, to late charges due under the Note; second, to preparation charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

than immediately), prior to the sale of the Property or its Acquisition by Lender, any Funds held by Lender at the time of application to a certain instrument the sums secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender.

If the due dates of the excessor items, shall exceed the amount required to pay the excessor items when due, the excessor items, shall be paid by Lender in full upon demand, until such time as the due dates of the excessor items, shall be paid by Lender in full upon demand.

The Fund's assets will be held by a trustee with the future market movements of Funds available prior to funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

by a leader in consultation with Borrower's attorney or Borrower's emergency contact person, unless an agreement is made or applicable law requires immediate action to be taken.

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. A charge assessed by Lender may not exceed 1% per annum.

The *Guaranteed Premiums* [of any] ... These items are called "cover items". Lender may estimate the funds due on the mortgage insurance premium, or any other items of future cover items based on current data and reasonable estimates of future cover items.

To lend or on the day mentioned payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) ~~several~~ taxes and assessments which may attain priority over this Security instrument (b) ~~several~~ leasehold payments of (c) ~~several~~ rents or ground rents on the Property, if any; (d) ~~several~~ hazard insurance premiums, and (d) ~~several~~

1. Payment of Principal and Interest and Late Charges. Borrower shall promptly pay when due principal and interest on the debt evidenced by the Note and any prepayments due under the Note.

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## LEGAL DESCRIPTION RIDER

PARCEL 1: THAT PART OF LOT 6 IN WILLOWS EDGE, BEING A SUBDIVISION IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 6; THENCE SOUTH 88 DEGREES, 59 MINUTES, 18 SECONDS EAST, 19.17 FEET; THENCE SOUTH 1 DEGREE, 00 MINUTES, 42 SECONDS WEST, 7.48 FEET; THENCE NORTH 89 DEGREES, 31 MINUTES, 37 SECONDS EAST, 27 FEET; THENCE SOUTH 0 DEGREES, 28 MINUTES, 23 SECONDS EAST, 49 FEET; FOR A PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES, 28 MINUTES, 23 SECONDS EAST, 27 FEET; THENCE SOUTH 89 DEGREES, 31 MINUTES, 37 SECONDS WEST, 27 FEET; THENCE NORTH 0 DEGREES, 28 MINUTES, 23 SECONDS WEST 27 FEET; THENCE NORTH 89 DEGREES, 31 MINUTES, 37 SECONDS EAST, 27 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: EASEMENTS APPURTEANANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS DATED JANUARY 25, 1988 AND RECORDED APRIL 5, 1988 AS DOCUMENT 88138286 AND AS CREATED BY DEED FROM COLE TAYLOR BANK/FORD CITY, AS SUCCESSOR TRUSTEE TO FORD CITY BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 1, 1973 AND KNOWN AS TRUST NUMBER 382 TO  
DOCUMENT  
AND RECORDED  
FOR INGRESS AND EGRESS.  
AS

PH 137 & Cole, City, Wm. J. C., ZC 600-1386  
SFB 23-05 Ford City Corp.

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FIXED/ADJUSTABLE RATE RIDER  
(1 Year Treasury Index--Rate Caps—Fixed Rate Conversion Option)

20-30346-0

THIS FIXED/ADJUSTABLE RATE RIDER is made this **30TH** day of **NOVEMBER**,  
**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 Fixed/Adjustable Rate Note (the "Note") to **AUSTIN FINANCIAL SERVICES, INC.**  
**, ITS SUCCESSORS AND/OR ASSIGNS** (the "Lender") of the same date and  
covering the property described in the Security Instrument and located at:

**137 D. WILLOWS EDGE, WILLOW SPRINGS, ILLINOIS 60480**

[Property Address]

**THE NOTE PROVIDES FOR A CHANGE IN THE BORROWER'S FIXED INTEREST RATE TO  
AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S  
ADJUSTABLE RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE  
BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE  
ADJUSTABLE RATE TO A NEW FIXED RATE.**

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of **9.500%**. The Note also provides for  
a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of  
**DECEMBER 19 93**, and on that day every 12th month thereafter. Each date on which my ad-  
justable interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable 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 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  
THREE FOURTHS** percentage points (**2.750 %**) 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 **11.500%**  
or less than **7.500 %**. Thereafter, my adjustable 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 12 months. My interest rate will never be greater than **15.500 %** which is called the  
"Maximum Rate".

**(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 adjustable 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. FIXED INTEREST RATE OPTION**

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

**5. FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit  
me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this  
Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on the first, second or third Change Date. Each Change Date on which  
my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can  
convert my interest rate only on one of these three Conversion Dates.

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