

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

88572791

1988 NOV -2 AM 11:51

88505007

88505007

\$16.00

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28, 1988. The mortgagor is Alan R. Amy T., Husband and Wife ("Borrower"). This Security Instrument is given to STEEL CITY NATIONAL BANK, which is organized and existing under the laws of State of Illinois and whose address is 17130 South Torrence Avenue, Lemont, Illinois 60438 ("Lender"). Borrower owes Lender the principal sum of TWO HUNDRED TWENTY THOUSAND AND NO/100***** Dollars (U.S. \$ 220,000.00). 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 November 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 13 IN THE SUBDIVISION OF THAT PART OF LOT 13 OF COOK COUNTY CLERK'S DIVISION OF BLOCK 43 OF SHEFFIELD'S ADDITION TO CHICAGO LYING WEST OF THE RIGHT OF WAY OF CHICAGO AND EVANSTON RAILROAD AND EAST OF WARD STREET IN COOK COUNTY, ILLINOIS

Permanent Tax Number 14-29-315-008

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 DEC 13 AM 10:58

88572791

88505007

which has the address of 2539 North Waukeah Avenue, Chicago, Illinois 60614 (Street) (City) (Zip Code); ("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully 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.

UNOFFICIAL COPY

signed and delivered the said instrument as free and voluntary act, in the year of our Lord one thousand eight hundred and forty-five.

subjected to the foregoing instruments, appeared before me this day in person, and was examined and deposed that

personally known to me to be the same person (A) whose name is

בנין קומפלקסים ומערכות מידע

STATE OF ILLINOIS. Cook County Sheriff.

ALAN R. WILSON HUNGRY LIES (SCEA) 1477
ALAN R. WILSON HUNGRY LIES (SCEA) 1477

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY ADDENDUMS, EXCERPTS OR SCHEDULES, WHICH ARE ATTACHED HERETO OR MADE A PART OF THIS AGREEMENT.

Grandfathered Payment Rider Planned Unit Development Rider Other(s) [specify] _____

This Security Instrument contains the entire agreement between the parties concerning the subject matter. It supersedes all prior agreements, understandings, and negotiations, whether written or oral.

19. Acceleration of any conceivable or foreseeable delay in this Security Instrument caused by any circumstances other than those specified in paragraph 13 and 14 and 15 and 16 shall be entitled to collect all expenses incurred in preparing the remedies provided in this paragraph 19, including

UNOFFICIAL COPY

Uniform Covenants 17 of the Schedule, hereto annexed is annexed to read as follows:

TRANSFERS OF THE PROPERTY OR A BILATERAL INTEREST IN BORDERPOWER

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of monthly payments 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

(f) Notice of Change

Polymer Changes Editin,

(e) Change Date in calendar
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

(E) Effective Date of Changes

The difference rate (and required to pay) at the first Change Date will not be greater than 8.75% if less than 6.75%. Thereafter, my interest rate will never be increased on any single Change Date by more than 8.75%. The rate will never be increased on any subsequent Change Date by more than 8.75%. My interest rate will never be increased on any subsequent Change Date by more than 8.75%. I may increase my interest rate at any time after the date of this document by giving you notice in writing.

ANSWER TO THE QUESTION (A)

The Note Holder will then determine the amounts of the new, 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 of my new interest rate substitutional payment. The result of this calculation will be the new amount of my monthly payment.

Before each Change Date, the Board Holder will calculate the new interest rate by adding 1.5% to 2.5% (or 3% 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 1(d), this rounded amount will be the new interest rate for the next Change Date.

(C) Calibration of Challenges

If the Index is no longer available, the Note Holder will have the right to choose a new Indexer who will charge a new fee based upon comparable information.

Beginning with the first day of each month, the interest rate will be based on the prime rate as of the date of the previous month ("Bank"). It made advances of moneys or otherwise to the Bank. The most recent ledger figure available as of the date is always before each Change Date is called the "Current Index."

The initial stage of a change is called a "Change Phase". Each stage of which may involve different activities. The initial phase is called a "Change Phase".

INTERNET TUTORIALS AND MONITORING

www.english-test.net

THIS ADJUSTABLE RATE MORTGAGE IS ISSUED IN THIS STATE OF ILLINOIS, ON THE DATE OF 01-01-1998, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE MORTGAGE, PLEDGE OF TRUST OR SECURITY AGREEMENT (THE "SECURITY INSTRUMENT"), OF WHICH SAME DATE GIVEN BY THE UNDERSIGNED (THE "BORROWER"), TO SECURE BORROWER'S PAYMENT OF THE NOTE (THE "NOTE") TO THE NATIONAL BANK, STETSON CITY NATIONAL BANK, ADJUSTABLE RATE NOTE (THE "NOTE") IN THE AMOUNT OF \$100,000.00, DATED JUNE 1, 1998, WHICH NOTE IS SUBJECT TO SECTION 14(1) OF THE SECURITY INSTRUMENT, DECODED (THE "SECURITY INSTRUMENT"), WHICH SECURITY INSTRUMENT IS LOCATED AT 2539 NORTH WYAND AVENUE, CHICAGO, ILLINOIS 60614 (THE "LENDER"), OF THE SAME DATE AND CONCERNING THE PROPERTY DESCRIBED IN THIS SECURITY INSTRUMENT AND LOCATED IN THE STATE OF ILLINOIS.

1114 District 60 Fund Index - May 2013

ADJUSTABLE BRATTE RIDEER

UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security Instrument, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraph 2, fourth, to interest due, and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

88505007

88522291

UNOFFICIAL COPY

• 010-3959 78434 •

88505007

88572791

Alan R. McRae and Huggins, 1944

—Bullioner
—(Scale)

Alan R. McRae and Huggins, 1944

—Bullioner
—(Scale)

10. The extra amount permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan application. Lender may also require the transactor to sign an assumption agreement that is acceptable to Lender and that obligates him to keep all the promises and agreements made in the Note and Security instrument unless Lender releases Potorower in writing.

11. Lender agrees to make immediate payment in full, Lender shall give Borrower notice of acceleration. The notice to Lender which Borrower may give shall state the terms and conditions under which Lender may demand payment in full, and the date on which Lender must pay all sums accrued by this Secuity instrument. If Lender fails to pay the sum paid prior to the expiration of 15 days from the date of this notice, Lender may invoke any remedies permitted by this Secuity instrument without notice or demand of Borrower.

12. By signing below, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate Rider.

100-3894a 111-32345-01 150-128-1-100

4 0 0 S 0 5 8 8

UNOFFICIAL COPY

Property of Cook County Clerk's Office

88505007