

## UNOFFICIAL COPY

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This instrument was prepared by:

EUGENE W. PILAWSKI .....

OLD MC HENRY ROAD, BOX 1190 RFD .....

(Name) LONG GROVE (Address) ILLINOIS 60047 .....

## MORTGAGE

15<sup>00</sup>

THIS MORTGAGE is made this 9th day of December 1988 between the Mortgagor, LLOYD A. ABRAHAMS and LORI ABRAHAMS, his wife (herein "Borrower"), and the Mortgagee, FAIRFIELD SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of STATE OF ILLINOIS, whose address is OLD MC HENRY ROAD, BOX 1190 RFD, LONG GROVE, ILLINOIS 60047 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 40,000.00 which indebtedness is evidenced by Borrower's note dated December 9, 1988, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on 84 months after the date of the first disbursement.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT FIFTY SEVEN (57) IN WINFIELD PHASE I, A SUBDIVISION OF PART OF THE NORTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF SECTION SIX (6), TOWNSHIP FORTY TWO (42) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEC 14 1988 (1-75-7238)

03-06-403-018

COOK COUNTY, ILLINOIS

1988 DEC 14 PM 2:51

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which has the address of 1407 Rachel Lane ..... Buffalo Grove .....  
[Street] [City]

Illinois 60089 ..... (herein "Property Address");  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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( Space Below This Line Reserved For Landlord's Initials and Signature)

Property of Cook County Clerk's Office

My Commission Expires 8/17/91  
Nataly Public, State of Illinois  
Susan L. Voda  
"OFFICIAL SEAL"

My Commission Expires 8/17/91  
Nataly Public, State of Illinois  
Susan L. Voda  
"OFFICIAL SEAL"

Given under my hand and affixed seal this 9th day of December 1988.

This free voluntary act, for the uses and purposes herein set forth,  
I appear before you this day in person and acknowledge that I have signed and delivered the said instrument as  
personally known to me to be the true person(s) whose name(s) are subscribed to the foregoing instrument.  
LLOYD A. ABRAHAMS and LORET ABRAHAMS, his wife,  
**SUSAN L. VODA**

STATE OF ILLINOIS  
County of Lake  
Borrower  
LLOYD A. ABRAHAMS  
LORET ABRAHAMS  
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance within a lien which has  
priority over this Mortgage to give Notice to Lender at Lender's address set forth on page one of this Mortgage, of any  
default under the superior encumbrance and of any sale or other foreclosure action.

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MORTGAGES OR DEEDS OF TRUST  
AND FORECLOSURE UNDER SUPERIOR

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21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property  
charge to Borrower. Borrower shall pay all costs of recording, if any.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without  
account only for those rents actually received.

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UNIFORM COVENANTS Borrower and Lender do now and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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If upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of a newspaper and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sum so secured as may be necessary to satisfy the liability of the receiver to the Proprietor and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sum so secured as may be necessary to satisfy the liability of the receiver to the Proprietor.

19. Assessment of Rents: Appropriate treatment of Revenues. As additional security heunder, Borrower hereby agrees to under the terms of the Properties, provided that Borrower shall, prior to acceleration under Paragraph 17 heretofore or

18. Borrower's Right to Remodel. Notwithstanding anything contained in this Note, the Lender may proceed against the Borrower or his Motor Vehicle if the Borrower fails to make payment when due or if the Borrower fails to make payment when due in Borrower's breach; Borrower shall have the right to have any proceeding begun by Lender to enforce this Motor Vehicle if the Borrower fails to make payment when due under any provision of this Note.

16. Transfer of the Property or Beneficial Interests in Borrower, if all or any part of the Property or any interest in it is sold or transferred (or if it is beneficially owned) 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage. If Lender shall give Borrower notice of acceleration, The notice shall provide in full or less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sum secured by this Mortgage, if Borrower fails to pay the same prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without notice or demand on Borrower.

17. UNFORKED OBLIGATIONS Borrower and Lender further covenant and agree as follows:

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation loan agreement, except to the extent that such obligations conflict with the terms of this Agreement.

14. Borrower's Copy. Borrower shall be furnished a colorimated copy of the Note and of this Mortgage at the time of

13. **DEFINITIONS** - **DEFINITION**. The foregoing sentence shall not limit the applicability of federal law if any provision in which the Property is located, the state and local laws applicable to this mortgage shall not be inconsistent with the provisions of this Note.

12. Notice, except for any notice required under applicable law to be given in another manner, (a) any notice Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or in such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (c) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (d) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (e) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (f) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (g) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (h) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (i) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (j) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (k) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (l) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (m) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (n) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (o) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (p) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (q) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (r) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (s) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (t) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (u) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (v) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (w) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (x) any notice to Lender shall be given by certified mail to Lender's address as provided herein, and (y) any notice to Borrower or to such other address as Borrower may designate by notice to Lender as provided herein, and (z) any notice to Lender shall be given by certified mail to Lender's address as provided herein.

10. Borrower Not Releasee By Lender Not A Waller. Extension of the time for payment of modification of amortization of the sums secured by this Note or for payment of any other sum shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest to pay the principal and interest due on this Note. Any subsequent holder of this Note shall not be relieved, in any manner, of the liability of the original Borrower and Borrower's successors in interest to pay the principal and interest due on this Note.

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## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this 9th day of December, 1988, and is incorporated into 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 Borrower's Note to:

**FAIRFIELD SAVINGS AND LOAN ASSOCIATION**

(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 1407 Rachel Lane, Buffalo Grove, Illinois 60089.

**Modifications.** 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 has an "Initial Interest Rate" of 10.5%. The Note interest rate may increase or decrease on the 20th day of the month beginning in January, 1989, and on that day of the month thereafter, 1 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index referred to as the "Index". The Index is the highest prime rate of interest as reflected in the Money Rate Section of the Wall Street Journal or any successor publication on the 20th day of the month.

The maximum interest rate (CAP) cannot exceed 17.50% per annum.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. LOAN CHARGES**

It 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 on the loan would exceed permitted limits. If this is the case, then (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted amount; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make the refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument. Lender shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. (Specifically excluded are first mortgage liens.)

**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph 16 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the interest rate amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 16.

**E. INTEREST RATES (Applies only to Key Equity Line of Credit Loans)**

The rate of interest shall in all cases change in accordance with the outstanding loan balance as follows:

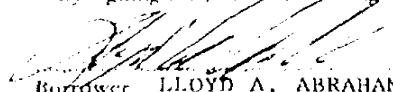
LOAN BALANCE	RATE OF INTEREST
\$0 - \$5,000	Prime rate of interest + .200%
\$5,001 - \$15,000	Prime rate of interest + 1.50%
\$15,001 - \$25,000	Prime rate of interest + .75%
\$25,001 - \$100,000	Prime rate of interest

**F. FUTURE ADVANCES (Applies only to Key Equity Line of Credit Loans)**

This Mortgage is given to secure a revolving credit loan and shall secure not only presently existing indebtedness under the Agreement, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagor, or otherwise, as are made within 7 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby, including disbursements which the Mortgagor may make under this Mortgage, the Agreement, or any other document with respect thereto at any one time outstanding shall not exceed the Credit Limit set forth above, plus interest thereon and any disbursements which the Mortgagor may make under this Mortgage, the Agreement, or any other document with respect thereto (e.g. for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements (all such indebtedness being hereinafter referred to as the "maximum amount secured hereby"). This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby. Notwithstanding anything in this mortgage to the contrary, this mortgage shall not secure an amount outstanding in excess of \$40,000.00.

In all cases, the original minimum loan amount available under the terms of a Key Equity Line of Credit Loan shall be no less than Five Thousand and No/100 Dollars (\$5,000.00). The original minimum amount under the terms of Key Classic Equity Loan shall be no less than Fifteen Thousand and No/100 Dollars (\$15,000.00).

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

  
\_\_\_\_\_  
\_\_\_\_\_  
**Lloyd A. ABRAHAMS** (Seal)  
Borrower

  
\_\_\_\_\_  
\_\_\_\_\_  
**Lori ABRAHAMS** (Seal)  
Borrower

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