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LOAN # 2-000580-8

COOK COUNTY, ILLINOIS

1988 DEC 20 PM 2:34

88584621

88584621

\$16.00

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 14 1988
 19..... The mortgagor is James E Mann and Katherine B Mann his wife.....
 ("Borrower"). This Security Instrument is given to
FIDELITY, FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing
 under the laws of the United States of America....., and whose address is
 5455 West Belmont Avenue, Chicago, Illinois 60641..... ("Lender").
 Borrower owes Lender the principal sum of TWO HUNDRED SEVENTY THOUSAND & 00/100.....
 Dollars (U.S. \$....270,000.00.....). 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 JANUARY 1..2019..... 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 37 IN ROSALIE VILLAS' SUBDIVISION BY ROSALIE A. BUCKINGHAM OF
 THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION
 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 IN COOK COUNTY, ILLINOIS, LYING EAST OF THE WEST 17 ACRES WEST OF THE
 ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No: 20-14-222-063-0000

which has the address of 5838 S HARPER, Chicago.....
 (Street) (City)
 Illinois 60637..... ("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.

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Nearly Public

יְהוָה יְהוָה יְהוָה

Witnesses my hand and affix their seal this 15th day of December 1988

(he, she, they)

(his, her, their)
and uses them in set forth.

I, THE UNDERSIGNED, E. Mann and Katharine B. Mann, his wife, do hereby certify that have executed said Acknowledged said instrument to be free and voluntary instruments of the foregoing instruments.

..... COUNTY OF COOK
SS: { ILLINOIS

STATE OF ILLINOIS

Author: John Taylor

CHICAGO, IL 60641

IDEELLI FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
4455 W. BELMONT AVENUE

BOX 333-C

Z0AI // 2-000580-8

Katharine B. Mann
Name _____
BORROWER _____
—Borrower _____
BORROWER _____
—Borrower _____
Katharine B. Mann
Name _____
SEAL _____
—Seal _____
BORROWER _____
—Borrower _____
Space Below This Line For Acknowledgment

BY SIGNING BELOW, I acknowledge acceptance of the terms and conditions contained in this Security Statement and in any addendum(s) executed by Borrower and recorded with it.

Other(s) [Specify] _____

22. *Warranties* of *Manufactured*, *Reconditioned*, *Refurbished* and *Used* *Products*; *Warranties* in *Right* of *Nominees* and *Exemption* in *the* *Property*.

23. *Riders* to *this Security Instrument*, if one or more *riders* are *executed* by *Borrower* and *recorded* together with *this Security Instrument*, the *covenants* and *agreements* of each such *rider* shall be *incorporated* into and *shall* *supplement* *this Security Instrument*, *provided* *that* *any* *provisions* of *each* *rider* *which* *conflict* *with* *any* *provision* of *this Security Instrument* *shall* *be* *superseded* *by* *the* *provision* *of* *such* *rider*.

24. *Adjustable Rate Rider* *Condominium Rider* *Family Rider*

20. Lender in Possession. Upon the acceleration of any debt or upon the occurrence of any other event which would give the Lender the right to require payment of the debt prior to its due date, the Lender may exercise all rights and remedies available to it under the terms of this Agreement and the Note.

21. Redemption Period. The period of redemption following paragraph 19 or abandonment of the Property and in any time prior to the expiration of any period of redemption following paragraph 19 or abandonment of the Property shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those paid directly by Lender or the receiver shall be entitled to pay rents of the Property and collect them for the benefit of the Lender or the receiver or the receiver's assignee, fees, premiums on receivable bonds and receivable notes, fees, and then to sue sums secured by this Security Instrument.

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

19. Acceleration; Remedies; Borrower's Right to Acceleration Following Borrower's Breach of Any Covenant or Agreement in This Security Instrument (b) The notice period to accelerate this instrument or other credit will be 30 days from the date the notice shall specifically advise the lender of any breach of any covenant or agreement under this instrument. (c) A default, not less than 30 days than 30 days from the date the notice shall specifically advise the lender of any breach of any covenant or agreement under this instrument will give the lender the right to accelerate the debt if the notice period has been cured. (d) The failure to cure the notice period by the date specified in the notice will result in acceleration of the debt. (e) The notice period will be 15 days for any breach of any covenant or agreement under this instrument.

NON-UNIFORM GOVERNANTS. Borrower and Lender further agree that government and agree as follows:

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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 amount, 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.

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If Leender exercises this option, Leender shall give Borrower notice of acceleration. The notice shall provide a period of no 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 the sums prior to the expiration of this period, Leender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Copy or a Beneficial Interest in Barrowee. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Barrowee is sold or transferred) without written notice to Lender prior to the date of this Security Instrument, Lender may, at its option, require immediate payment in full of all sums received by Lender under this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by and the law of the State in which the Property is located. In the event that any provision 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. Note 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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing to the first class mail unless applicable law requires use of another method. The notice shall be given by mailing it by first class mail to Lender at Lender's address set forth above. Any notice given to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower at Lender when given as provided

13. Legislation Against Landlords. If enactment of application of applicable laws has the effect of rendering any provision of the Note of this Security Instrument obsolete according to its terms, Landlord may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedy permitted by paragraph 19. If Landlord exercises this option, Landlord shall take the steps specified in the second paragraph of

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 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 limits; and (b) any sums already collected from the borrower which exceed the Note or by paying a direct payment to Borrower. Under Note, if a lender reduces principal owed under the Note or by paying a direct payment to Borrower, it must make this refund by reducing the principal owed under the Note or by paying a direct payment to Borrower. If a lender reduces principal, the Note will be treated as a partial prepayment without any prepayment charge under the Note.

11. Successors and Assists, as defined; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and affect 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 shall bind and affect 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 shall bind and affect the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument, notwithstanding any other Borrower may agree to pay the sums secured by this Security Instrument under (c) hereof than Lender and any other Borrower may agree to pay the sums secured by this Security Instrument under (b) is not personally obligated to pay the sums secured by this Security Instrument under (d) (e) or (f) hereof.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date notice is given, Lender is authorized to apply his Security Proceeds, either to restoration or repair of the Property or to the same secured by his Security Instrument, whichever of not then due.

Instruments Borrowed, 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 to Borrower.

any condominium 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.

8. Imprecision. Lender or its agent may make reasonable entries upon and inspectors of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

"If Leander required me to pay the premium of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's written agreement or applicable law.

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ADJUSTABLE RATE RIDER
(1 Year Cost of Funds Index — Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this . . . 14 . . . day of . . . DECEMBER . . . , 1988 . . . and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

5838 S. Harper Chicago Illinois 60637

(Property Address)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of .7,375 . . . %. The Note provides for changes in the interest rate and the monthly payments, as follows:

(A) Change Dates

The interest rate I will pay may change on the first day of . . . JANUARY . . . , 1990 . . . , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the . . . EHLBB . Mo. Median Annualized Cost of Funds . . .

as computed by the Federal Home Loan Bank Board and published in the Federal Home Loan Bank Board's News Release. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE-EIGHTHS . . . percentage points (. . . 2,375 . . . %) 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%). 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 principal 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) Limitations on Interest Rate Changes

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than . . . TWO . . . percentage points (. . . 2.000) from the interest that I have been paying since the last change date.

The interest rate charged by the Lender can be increased by a maximum of SIX . . . percentage points (. . . 6.000) prior to the maturity date. The interest rate charged by the Lender cannot fall below . . . 7.375 . . . percentage points.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

Uniform covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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LOAN # 2-000580-8

BORROWER
.....
.....(Seal)

BORROWER
.....
.....(Seal)

Katharine B. Mann
James E. Mann
Borrower
.....
.....(Seal)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum
Rate Rider.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum
without further notice or demand on Borrower.
prior to the expiration of this period, Lender may invoke any remedies permitted by this Secured instrument. If Borrower fails to pay these sums
within which Borrower must pay all sums secured by this Security Instrument, Lender may demand payment of all amounts
prior to the date the notice is delivered or mailed
elateral. The notice shall provide a period of not less than 30 days from the date the notice is given to Borrower notice of ac-
tion to require Borrower to make payment in full, Lender shall give Borrower notice of ac-

ceptable to Lender and that Lender may also require the transferee to sign an assumption agreement that is
concerned to the loan assumption. Lender may charge a reasonable fee as a condition to Lender's
Note and in this Secured instrument. Borrower will continue to be obligated under the Note and this Secured in-
strument unless Borrower in writing.
acceptable to Lender and obligates the transferee to keep all the promises and agreements made in the
assumption to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is
concerned to the loan assumption. Lender may charge a reasonable fee as a condition to Lender's
Note and in this Secured instrument. Borrower will continue to be obligated under the Note and this Secured in-
strument unless Borrower in writing.