

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## MORTGAGE

252-177-6

THIS MORTGAGE ("Security Instrument") is given on JANUARY 4  
1988 The mortgagor is JOHN C. MOONEY AND SUSAN K. MOONEY, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is  
4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634  
Borrower owes Lender the principal sum of  
EIGHTY THOUSAND EIGHT HUNDRED AND NO/100

("Lender").

Dollars (U.S. \$ 80,800.00). 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 FEBRUARY 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 47 IN RIDGEAGATE UNIT NUMBER 3, A SUBDIVISION OF PART OF THE SOUTH  
WEST 1/4 OF THE NORTH EAST 1/4 AND PART OF THE SOUTH EAST 1/4 OF THE  
NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE  
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15<sup>00</sup>

88009803

27-27-202-004-0000 U/A

which has the address of 9117 WEST 169TH PLACE  
[Street]

ORLAND HILLS  
[City]

Illinois 60477 ("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.



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UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AGREEMENT, FORM 3

30860088

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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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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18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement), before exercise of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enjoining this Security instrument. Those conditions are contained in this Security instrument and would be due under this Security instrument and the Note had no acceleration occurred. However, this right to reinstate shall not apply in the case of acceleration unless effective as if no acceleration had occurred.

If Leender exercises this option, Leender 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 instrument. If Borrower fails to pay these sums prior to the expiration of this period, Leender may invoke any remedies permitted by this instrument without further notice or demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. [ ] all or any part of the [ ] property or a beneficial interest in Borrower, [ ] all or any part of any interest in it is sold or transferred for its benefit, Lender may, at its option, require immediate payment in full of all sums personed by this Lender, and if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, Lender may, at its option, require immediate payment in full of all sums personed by this Lender.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the state in which the property is located. In the event that any provision of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument or the Note which can be given effect without the conflicting provision. To the extent that any provision of this Note is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties hereto shall be liable for their acts only as set forth in this Note and nothing contained herein shall be deemed to give either party the right to sue the other for damages or otherwise.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it by First class mail unless otherwise specified below. Any notice to Borrower or Lender given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender notice to Borrower. Any notice given by first class mail to Lender's address stated herein or any other address Lender designsates by notice to Lender. Any notice to Borrower shall be given by first class mail to Borrower's address or any other address Borrower designsates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address or any other address Lender designsates by notice to Lender. Any notice to Borrower or Lender given by first class mail to Lender's address or any other address Lender designsates by notice to Lender shall be deemed to have been given to Borrower or Lender.

13. **Legislative Affection Affection** Lenders' Rights. If encumbered by any provision of this Note or this Security Instrument of application of applicable laws has the effect of permitting immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 12. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of this instrument.

11. Security Instruments and Accessories shall bind and be subject to joint and several liability; Co-signers, the co-venturants and agreeements of Borrower's co-accessors and assigants of Lender and Borrower, subjects to the provisions of paragraph 17. Borrower's co-venturants shall agreeements 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 sums secured by this Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument or the Note. Note that Borrower's consent.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed a postponement of the monthly payments referred to in Paragraphs 1 and 2 or change the amounts of such payments 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's successors in interest of Borrower to pay the amount of any debt due to Lender by reason of any demand made by the original Borrower or Borrower's successors in interest or any other person holding a security interest in the property described in the original note or any other instrument or agreement between Lender and Borrower or Borrower's successors in interest.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium 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.

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 applied to the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower shall pay the premiums required to maintain the insurance in effect until such time as the reinsurance terminates in accordance with the terms and conditions of this agreement.

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## ADJUSTABLE RATE RIDER

252-177-6

THIS ADJUSTABLE RATE RIDER is made this 4TH day of JANUARY, 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, THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9117 WEST 169TH PLACE, ORLAND HILLS, ILLINOIS 60477

(In Cook County, Illinois)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.**

**Additional Covenants.** In addition to the covenants and agreements made in the Security Instruments, 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 7.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Date

The interest rate I will pay may change on the first day of FEBRUARY, 19 89, and on that day every 12 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:

Quarterly National Cost of Funds to FSLIC-Insured Savings and Loan Associations, as made available by the Federal Home Loan Bank Board.

Weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year(s), 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 which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

##### TWO AND THREE FOURTHS

Before each Change Date, the Note Holder will calculate my new interest rate by adding .250 percentage points (.250 %) 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; provided, however, that the interest rate shall never be changed by more than .200 % from the interest rate which was in effect immediately prior to such change and provided further that the interest rate payable at any time during the term of this loan shall never be higher than 13.500 % or lower than 7.500 %.

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) 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.

##### (E) 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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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

John C. Mooney  
JOHN C. MOONEY

Seal:  
B-1003

Susan K. Mooney  
SUSAN K. MOONEY/HIS WIFE

Seal:  
B-1003

CO8000903

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RECORD AND RETURN TO:  
BOX 130  
THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
4740 WEST 95TH STREET  
OAK LAWN, ILLINOIS 60453

ATTENTION: ADRIENNE OROFINO

Property of Cook County Clerk's Office