

# UNOFFICIAL COPY

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DEPT-01 \$15.00  
T#1444 TRAN 1381 03/28/88 11:31:00  
#7358 # 38-88-125448  
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

253113-5

THIS MORTGAGE ("Security Instrument") is given on MARCH 22  
1988 The mortgagor is ERIC G. DAVIS, DIVORCED NOT SINCE REMARRIED

(**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 ("Lender"). Borrower owes Lender the principal sum of FORTY NINE THOUSAND SEVEN HUNDRED AND NO/100

Dollars (U.S. \$ 49,700.00). 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 APRIL 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:  
LOTS 3 AND 4 IN BLOCK 2 IN GARDNER'S 55TH STREET BOULEVARD ADDITION,  
BEING A SUBDIVISION OF THE NORTH 1/2 OF BLOCK 40 IN SCHOOL TRUSTEE'S  
SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

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T P  
C K O

20-16-102-011A073  
20-16-102-010A074

which has the address of 643 WEST GARFIELD BOULEVARD  
(Street)

CHICAGO  
(City)

Illinois 60621 ("Property Address");  
(Zip Code)

15.00

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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	<p><b>PREPARED BY:</b> <u>My Lorraine Johnson</u></p> <p><b>NEARLY PUBLIC JANICE PERKIN</b>  <b>CHICAGO, IL 60629</b></p> <p><b>RECORD AND RETURN TO:</b>  <b>THE TALMAD HOME FEDERAL SAVINGS AND</b>  <b>LOAN ASSOCIATION OF ILLINOIS</b>  <b>5501 SOUTH KEDZIE AVENUE</b>  <b>CHICAGO, ILLINOIS 60629</b></p> <p><b>ATTENTION: JANICE PERKIN</b></p>
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Given under my hand and official seal, this 22 day of March, 1988

set forth.

signed and delivered the said instrument as HIS / HBR free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / SHE  
, personally known to me to be the same person(s) whose name(s) IS  
do hereby certify that ERIC G. DAVIS, DIVORCED NOT SINCE REMARRIED  
, a Notary Public in and for said county and state,  
County ss: (Signature)

---

[Space Below This Line For Acknowledgment]

-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

-Borrower  
\_\_\_\_\_  
(Seal)

<p>20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property included in these costs of management of the Property and attorney fees, and then to the sums secured by this Security instrument.</p> <p>21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.</p> <p>22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</p> <p>23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security instrument, the convenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]</p>	<input type="checkbox"/> 2-4 Family Rider <input type="checkbox"/> Condominium Rider <input type="checkbox"/> Planned Unit Development Rider <input type="checkbox"/> Graduate Resident Rider <input type="checkbox"/> Other(s) [Specify] <input type="text"/>
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UNIFORM COVENANTS. Borrower and Lender agree in writing 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. 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 owing 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 his 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.

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**18. Borrower's Right to Retain.** Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontingent at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reseizure) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower has breached this Security Instrument, and the Note had no acceleration (a) pays all sums which then would be due under this Security Instrument; (b) cures any default of any other covenants or agreements (c) pays all expenses incurred in enforcing this Security Instrument; and (d) makes such action as Lender may reasonably require to assure that the lien of this Security Instrument is not limited to reasonable attorney fees and costs of collection. Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective as if no acceleration had occurred. However, this Security Instrument shall not prevent the exercise of acceleration rights if no acceleration had occurred.

If Lennder exercises this option, Lennder 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, Lennder may invoke any remedies permitted by law.

federal law as of the date of this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by general law without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision 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 and the governing law will control. To the extent that any provision of this Security Instrument or the Note which can be given effect without the conflicting provision. To the extent that any provision of this Security Instrument or the Note cannot be given effect without the conflicting provision, the conflicting provision will be severed from the rest of the Note and the remaining provisions will remain in full force and effect.

13. **Legalization of Recreational Marijuana**: This option would legalize marijuana for recreational use, similar to how it is currently legal for medical purposes. It would allow individuals to purchase and consume marijuana without fear of legal consequences. This could lead to a significant reduction in illegal activity related to marijuana, as well as potential tax revenue from its regulation.

14. **Affirming Lender's Rights**: This option would provide clear legal protections for mortgage lenders. It would ensure that lenders have the right to foreclose on properties if borrowers fail to make payments. This could help prevent financial instability by ensuring that lenders can收回 their investments.

15. **Legislating Affirmation of Reciprocal Recognition of Marriage**: This option would affirm the principle of reciprocal recognition of marriage. It would ensure that same-sex couples are granted the same legal rights and protections as opposite-sex couples. This could lead to greater equality and acceptance for all individuals.

**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 mainly interpreted so that it imposes additional charges collected or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) if it sums already collected from Borrower under this Note by making a direct payment to Borrower, if it reduces principal, the reduction will be treated as

by the original Borrower or Borrower's successors in interest. Any recoverable by Lender in exercise of any right or remedy shall not be payable to or held in trust for the benefit of any creditor of this security or of any other person.

Given, Lenore is authorized to collect the proceeds, either to restore or repair of the Property or to the sums received by this Security Instrument, whether or not then due.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to build to Borrower, either of the two facts above or the failure of the developer to commence building within 30 days after the date the notice is given, Borrower may terminate the condominium agreement.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument divided by the fair market value before the taking.

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## ADJUSTABLE RATE RIDER

253113-5

THIS ADJUSTABLE RATE RIDER is made this 22ND day of MARCH, 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 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:

643 WEST GARFIELD BOULEVARD, CHICAGO, ILLINOIS 60621  
[Property Address]

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 10,000 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

##### (A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 1993, and on that day every 60 th 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 5 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

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE FOURTHS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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 5.000 % 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 15.000 % or lower than 00.00 %.

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

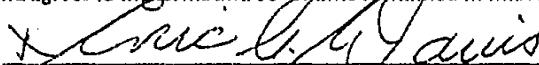
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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.

  
ERIC G. DAVIS/DIVORCED NOT SINCE  
REMARIED

(Seal)  
-Borrower

(Seal)  
-Borrower

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Property of Cook County Clerk's Office

ATTENTION: JANICE PERKIN

CHICAGO, ILLINOIS 60629

5501 SOUTH KEDZIE AVENUE

LOAN ASSOCIATION OF ILLINOIS

THE TALMAN HOME FEDERAL SAVINGS AND

BOX 130 RECORD AND RETURN TO: