

# UNOFFICIAL COPY

88136710

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## MORTGAGE

8800298  
845836904

THIS MORTGAGE ("Security Instrument") is given on MARCH 30  
1988 The mortgagor is GEORGE & MANELLE, BACHELOR  
T. J. J. M.

("Borrower"). This Security Instrument is given to UNITED SAVINGS OF AMERICA

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is  
4730 WEST 79TH STREET  
CHICAGO, ILLINOIS 60652 ("Lender").  
Borrower owes Lender the principal sum of

NINETY THOUSAND FOUR HUNDRED AND NO/100

Dollars (U.S. \$ 90,400.00). 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:  
LOT 20104 IN WEATHERSFIELD UNIT 20, BEING A SUBDIVISION IN THE SOUTH  
HALF OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE  
OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON DECEMBER  
12, 1972 AS DOCUMENT NUMBER 22154949, IN COOK COUNTY, ILLINOIS.

-88-136710

DEPT-91 \$16.49  
TM444 TRAN 1587 04/04/88 14:52:00  
#9746 #1) \*-88-136710  
COOK COUNTY RECORDER

07-21-413-015-0000 GAO m

which has the address of 608 CEDERCREST  
(Street)

SCHAUMBURG  
(City)

Illinois 60195 ("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.

\$16.00 MAIL

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

VMP .8F(IL) (0708)

VMP MORTGAGE FORMS • 13131203-0100 • 1800521 7291

Form 3014 12/83  
Amended 5/87

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**1300 EAST IRVING HARK ROAD** STREAMWOOD, ILLINOIS 60107

UNITED SAVINGS OF AMERICA

RECORD AND RETURN TO:

STREAMWOOD, IL 60107

PREPARED BY:

My Commission expires: 10/23/89

304 *Macrel* day of 19 88

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he / SHE signed and delivered the said instrument as HIS / HER free and voluntary act, for the uses and purposes herein

IS personally known to me to be the same person(s) whose name(s)

**LAWRENCE M. WAGNER**, a Notary Public in the state said county and state.

County 55:

Durango

STATE OF ILLINOIS.

do hereby certify that GEORGESKA MANILLE, BACHELOR

לִיעָן מַגְנִיבֶה

, a Notary Public in and for said county and state.

County ss:

1000/000

• BORDER

-Borrower  
-Scal

**J. male** **GEORGE J. MANELLE/BACHELOR**  
—Groomer  
(Scell)

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Advanced Training Rider       Competitive Rider       Grandparent Rider       Planned Unit Development Rider

22. **Widener to Holmes**, Borrowser waives all rights of homesteaded exception in the Property.

23. **Ride to Security**, If one or more riders are executed by Borrower and recorded together with this Security instrument, the coverments and agreements of each such rider shall be incorporated into this instrument as if the rider(s) were a part of this Security instrument. [Check applicable box(es)]

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UNIFORM COVENANTS. The following Lender covenants and agreements follow:

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 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 Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify) for remonstrance; or (b) before notice of the propery pursuant to any power of sale contained in this Security Instrument; or (c) 5 days (or such other period as applicable law may specify) for removal of any specific property contained in this Security Instrument before notice of a judgment entered against this Security Instrument. These conditions are that Borrower has timely furnished to the Lender a copy of the instrument, and the Note had been accelerated by the Lender.

It is under these circumstances that this option, under which a five borrower notice of acceleration shall remain in effect for a period of not less than 30 days from the date the notice is given, provides the most effective protection for the lender.

16. Borrower's Copy. Borrower shall be given one conforming copy of the Note and of this Security Instrument.

17. 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 for a beneficial interest in Borrower, the transferor shall be given one conforming copy of the Note and of this Security Instrument.

Note are declared to be payable.

**13. Governing Law; Severability.** This Security Instrument shall be governed by California law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect any other provisions of this Security Instrument or Note.

Security instruments shall be deemed to have been given to Borrower if provided for in this Deed or in this Deed.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise specified herein or by other address Borrower designates by notice to Lender. Any notice to Lender shall be given by delivery to Lender's office to Lender's address listed herein or by notice to Lender of any other address Borrower specifies by notice to Lender. Any notice to Borrower, Any notice to agent or attorney-in-fact shall be given by delivery to Borrower, Any notice to trustee shall be given by delivery to trustee or by notice to trustee at trustee's address listed herein or by notice to trustee of any other address trustee specifies by notice to trustee. Any notice to Borrower, Any notice to agent or attorney-in-fact shall be given by delivery to Borrower, Any notice to trustee shall be given by delivery to trustee or by notice to trustee at trustee's address listed herein or by notice to trustee of any other address trustee specifies by notice to trustee.

rendering any provision of the Note or this Security instrument ineffective and void as to the parties hereto, but shall not affect the validity of the Note or this Security instrument as to any other party.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and thus the loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, (b) any sums already collected from Borrower which exceeded the Note or by making a prepayment will be reduced to Borrower. Lender may charge to Borrower to make this refund by reducing the principal owed under the Note or by making a prepayment in full. If either of these methods is used, the amount of the reduction will be treated as a partial prepayment without any charge under the Note.

This Security Instrument shall bind and be binding upon Seller and Buyer as of the date hereof, notwithstanding any other provisions contained herein, and shall supersede all prior agreements between the parties hereto, except as otherwise provided in this instrument.

should not be a winner of or provide the exercise of any right or remedy.

Interest of Borrower, a shall not operate to release the liability of the original Borrower or Borrower's successors in interest to pay the original Borrower's debts by reason of any demand made by the original Borrower, a or otherwise, and the original Borrower, a shall remain liable for all debts of the original Borrower, a.

to the sums secured by this Security instrument, whether or not timely.

If the Property is abandoned by Borrower, or if, after notice to 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, if this option, either to reparation or repayment of the Property or

(a) In the event of a total taking of the property, the proceeds shall be applied to the sums accrued by this Security instrument and such sum be paid to Lender;

(b) the fair market value of the property immediately before the taking. Any balance shall be paid to Borrower;

(c) the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspect areas of the Property. Lender  
shall give Borrower notice at the time of or prior to an inspection specifically reasonable cause for the inspection.

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## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 30TH 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 UNITED SAVINGS OF AMERICA (the "Lender" of the same date and covering the property described in the Security Instrument and located at:

608 CEDERCREST, SCHAUMBURG, ILLINOIS 60195

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE ALSO CONTAINS A PROVISION TO CONVERT THE NOTE (AT THE OPTION OF THE BORROWER) TO A FIXED INTEREST RATE AT ANY TIME DURING THE LIFE OF THE LOAN.

*Property of Cook County Clerks Office*  
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 SIX AND NINE TENTHS percent (6.900 %). The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S OPTION TO CONVERT

##### (A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 1989, 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 WEEKLY

average yield on United States Treasury securities adjusted to a constant maturity of 1 year, 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." \* THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE

DATE OF THIS RIDER IS 6.770

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. The interest rate will not be changed by more than 2.000 percentage points on any Change Date. The Note Holder may not adjust upward or downward the interest rate by more than 6.000 percentage points over the life of the loan. The Note Holder will adjust the new interest rate so that the change will not be more than the limit.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments.

##### (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.

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**(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.

**(F) Borrower's Option to Convert**

I may, at my option, modify the repayment terms of this Adjustable Rate Loan by converting this Note to a fixed interest rate loan to be fully repaid in equal monthly payments of principal and interest over the remaining term of the loan. I agree to notify the Note Holder, by first class mail, of my wish to exercise my right to convert to a fixed interest rate loan. Note Holder is under no obligation to inform me of my right to convert, other than the terms as described in the Note. Notice must be addressed as follows: Senior Lending Officer, United Savings of America, 4730 West 79th Street, Chicago, IL 60652. I shall pay a fee equal to one percent (1.0%) of the then outstanding loan balance, not to exceed Nine Hundred Dollars (\$900.00), but in no event less than Four Hundred Dollars (\$400.00) to the Note Holder and that the rate for said fixed rate loan shall be the sum determined by adding one half percentage point (.50%) to the Federal Home Loan Mortgage Corporation's Required Net Yield for 60 day delivery of 30 year, fixed rate mortgages ("Conversion Rate"), as of the date Note Holder acknowledges receipt of my notice to convert. If no such "Conversion Rate" is available, Note Holder, at its sole option, will determine the fixed interest rate by using a comparable figure.

My monthly payment at the new fixed interest rate will begin on the first day of the month, approximately sixty (60) days after Note Holder acknowledges receipt of my notice to exercise my option to convert ("Conversion Change Date"). The monthly payment will be the amount that is necessary to repay in full the principal I am expected to owe on the "Conversion Change Date" in substantially equal payments by the maturity date at the fixed interest rate.

**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.

George J. Manelle (Seal)  
GEORGE J. MANELLE/BACHELOR Borrower  
T. J. M.

**RECORD & RETURN TO :** \_\_\_\_\_ (Seal)  
Borrower

(Soil)

(Seal)  
Borrower

(Seq. 1)

— (324.)

UNITED SAVINGS OF AMERICA  
1300 EAST IRVING PARK ROAD  
STREAMWOOD, IL. 60103