

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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1988 APR 22 PM 12:17

88168488

Prepared By and  
Delivered to:  
CRF Financial Services  
8 Penn Center  
Philadelphia, PA  
19103

BOX 333 - GG

[Space Above This Line For Recording Data]

## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on .....APRIL.....18.....  
1988. The mortgagor is ..THOMAS...C...ARNDT...and...SUSAN...W...ARNDT..., HUSBAND AND WIFE.....  
..... ("Borrower"). This Security Instrument is given to .....  
CRS..FINANCIAL..SERVICES., INC....., which is organized and existing  
under the laws of ..PENNSYLVANIA....., and whose address is ....8..PENN..CENTER.....  
PHILADELPHIA...PA..19103..... ("Lender").  
Borrower owes Lender the principal sum of ..ONE..HUNDRED..FORTY..NINE..THOUSAND..NINE.....  
HUNDRED..AND..00..00..... Dollars (U.S. \$149,900.00....). 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 .....MAY.....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 2 IN BLOCK 6 IN POPLAR HILLS, UNIT NUMBER 2-A, BEING A SUBDIVISION  
OF PART OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE  
9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
RECORDED OCTOBER 26, 1976 AS DOCUMENT 23686742 IN COOK COUNTY,  
ILLINOIS.

01-25-200-009-000

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which has the address of ....3862..BARBERRY...CT....., .....HOEFERMAN..ESTATES.....,  
(Street) (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 seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower 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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Notary Public, State of Illinois  
Nordeen E Sutton  
"OFFICIAL SEAL"  
Cook County  
McComisision Expires 10/18/98

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-18-99

I, John W. Alderson, a Notary Public in and for the County of Oklahoma, do certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Thomas C. Arnndt and Susan W. Arnndt, husband and wife, to me well known to be the persons described in and who executed this instrument, and acknowledged before me that they executed the same forgoing instrument, and voluntarily and acknowledge before me that herein expressed.

STATE OF *Florida* COUNTY OF *Collier*

[Space Below This Line For Acknowledgment]

SBSAN W. ARNDT  
-Borrmower  
(SEL)

THOMAS C. ARNDT  
BORTOWER  
.....(Seal)

BY SIGNING BELOW, DORTOWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY DORTOWER AND RECORDED WITH IT.

- Adjus<sup>ts</sup> Af<sup>e</sup> Rate Rider**
  - Comdominium Rider**
  - 2-4 Family Rider**
  - Graduated Payment Rider**
  - Planned Unit Development Rider**
  - Other(s) [Specify]**

20. Lender in Possession under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judgment (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 rents of management including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of management costs of maintenance of the Property and collection fees, and then to the sums secured by this Security instrument or to the receiver's fees, but not limited to, receiver's fees, premiums on reclaims of bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

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 recording costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

23. Powers to this Security Instrument. If one or more trustees are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such trustee shall be incorporated into and shall amend and supplement this Security instrument, if the covenants and agreements of each Security instrument as if the trustee(s) were a part of this Security instrument. [or, "or applicable box(es)"]

**19. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Breach of Any Covenant or Agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless application is law provided otherwise). The notice shall specify: (a) the action required by which the default must be cured; (b) the action required by which the default must be cured; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the property. The notice shall further advise: (a) the action required to cure the default; (b) the action required to cure the default; (c) the action required to cure the default; (d) the action required to cure the default; (e) the action required to cure the default; (f) the action required to cure the default; (g) the action required to cure the default; (h) the action required to cure the default; (i) the action required to cure the default; (j) the action required to cure the default; (k) the action required to cure the default; (l) the action required to cure the default; (m) the action required to cure the default; (n) the action required to cure the default; (o) the action required to cure the default; (p) the action required to cure the default; (q) the action required to cure the default; (r) the action required to cure the default; (s) the action required to cure the default; (t) the action required to cure the default; (u) the action required to cure the default; (v) the action required to cure the default; (w) the action required to cure the default; (x) the action required to cure the default; (y) the action required to cure the default; (z) the action required to cure the default; and (aa) the action required to cure the default.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation 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.

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

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

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 such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or 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 or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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 but does not execute the Note: (a) i. co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**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 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) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**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 applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**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 or clause 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 which 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.

**16. Borrower's Copy.** Borrower shall be given one conformed 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 (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.

If Lender exercises this option, 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.

**18. Borrower's Right to Reinstate.** 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 reinstatement) 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: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Lender may take action under this Paragraph 7, Lender does not have to do so.

7. Protection of Lennder's Rights until the merger unless Lennder agrees to do the merger in writing.

6. Preservation and Maintenance of Property; Lesenhols. Borrower shall allow the Property to deteriorate or commit waste. If this Security Instrument is upheld, Lesenhols shall not destroy, damage or subdivide any property which the Borrower acquires free title to the Property, the leasehold and

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 amounts of the payments. If payment of paragraphs 19 the Property is acquired by Lender, Borrower's right to any instance of the sums securing this Security instrument immediately prior to the acquisition.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, or to the restoration of Leander's security feasible and Leander's security is not lessened. If the restoration of Leander's security is not economically feasible and Leander's security is not lessened, if Leander's security is not economically feasible or Leander's security would be lessened, the insurance proceeds shall be applied to repair of damage to the property, whether or not Leander's security is lessened.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. All renewals shall be received by Lender and shall include a standard mortgage clause.

**5. Hazard Insurance.** Borrower shall keep the liability requirements 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 coverage carter provided for in the instrument shall be chosen by Borrower subject to Lender's approval. The insurance premium shall be paid to Lender quarterly in advance.

Borrower shall prominently display, e.g., my 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) consents in good faith to the lien by, or defers against it, legal proceedings which in the opinion of Lender's attorney, will not affect the rights of the parties under this instrument; (c) agrees to pay the amount due on the obligation in full to Lender prior to the date set forth above within 10 days from notice of demand by Lender.

recedents evidence nothing more than payment in full, or in the manner provided in paragraph 2, of all amounts due under this paragraph. If borrower makes these payments directly, borrower shall promptly furnish to Lender

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 not paid, as under paragraph 2; fourth, to imprest due; and last, to principal due.

any funds held by Lennder, it under Paragraph 19 the property is sold or acquired by Lennder, Lennder shall supply, no later than immediately against its acquisition by Lennder, any funds held by Lennder at the time of application is made by Lennder, unless the sale of the assets of the company is secured by this Security Instrument.

The Funds shall be held in an institution the deposits or accounts of which are insured 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, annual accounting of the Funds shall be required to pay Borrower any interest or earnings on the Funds. Lender shall not be required to pay Borrower any interest or earnings on the Funds and the Funds shall give to Borrower, without charge, an annual account 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.

**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 and interest on the debt evidenced by the Note and any 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 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 insurance premiums, if any; (c) yearly hazard insurance premiums; and (d) yearly escrow items.

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18..... day of .....APRIL....., 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 given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to.....CRS FINANCIAL SERVICES, INC..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3862 BARBERRY CT., HOFFMAN ESTATES, IL 60195  
[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.**

**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 .7.750....%. 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 .....MAY....., 19...89, 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."

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 .....2.75..... percentage points (.2.75....%) 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%). Subject to the limits stated in Section 4(D) below, 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 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. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than .....8.750%..... or less than .....6.750%.....%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than .....2.00%..... percentage points .....from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than .....13.750%..... which is my maximum rate. My rate will never be less than 1.750%.

#### (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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88168488

"OFFICIAL SEAL"  
Noreen E. Sutton  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 10/18/89

STATE OF *Illinois*  
COUNTY OF *Willowbrook*  
11, *the* ~~will~~ *and* *in* *the* *State* *of* *Illinois*, *do* *certify* *that* *on* *this*  
*day* *persons* *personally* *appeared* *before* *me*, *an* *officer* *duly* *authorized* *to*  
*administer* *oaths* *and* *take* *acknowledgments*,

THOMAS C. ARNDT and SUSAN W. ARNDT  
THIS WIFE, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO  
EXECUTED THE SAME FORGETTING INSTRUMENT, AND ACKNOWLEDGED BEFORE ME  
THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE PURPOSES  
THAT ARE EXPRESSED.

GIVEN UNDER MY HAND THIS 18 DAY OF  
MY COMMISSION EXPIRES: 10-16-89

THOMAS C. ARNDT  
-Bordeweg  
(Seal)

A bondholder or creditor has the option to require a mandatory prepayment in full, demand such prepayment and receive payment of principal and accrued interest prior to the due date of the debt instrument.

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 within the period of time specified in the notice, 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.

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 transferor to sign an assumption agreement to keep all the promises and agreements made in this 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.