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BOOK 1000 PAGE 14
FILED 5/2/88

1988 MAY -2 PM 3:21

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LOAN # 30805387

88184459

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14 00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 29
19...88.... The mortgagor is ...JOHN J. BROWN AND KAREN A. BROWN, HIS WIFE, AND GARY BROWN, AND SEAN BROWN, HIS WIFE
..... ("Borrower"). This Security Instrument is given to
FIRST NATIONAL BANK....., which is organized and existing
under the laws of CALIFORNIA....., and whose address is ("Lender").
700 MARKET STREET, SAN FRANCISCO, CA 94102
Borrower owes Lender the principal sum of ONE HUNDRED FORTY THREE THOUSAND TWO HUNDRED AND 00/100
..... Dollars (U.S. \$....143,200.00.....). 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 24 IN LINCOLNWOOD ESTATES, A SUBDIVISION OF LOTS 19 AND 22 AND THAT PART OF LOTS 18 AND 23 LYING
WEST OF THE RIGHT OF WAY OF THE CHICAGO NORTHERN RAILWAY COMPANY IN CLARK'S SUBDIVISION OF THE EAST
HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP
41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

88184459

TAX ID#10-34-117-004-0000
which has the address of 6842 KNOX....., LINCOLNWOOD.....
[Street] [City]
Illinois 60646..... ("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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REC'D 333

RECORD AND RETURN TO:
FIRST NATIONAL BANK
2900 OGDEN AVENUE
LISLE, ILLINOIS 60532

JEAN DYKER
PREPARED BY:

MY COMMISSION EXPIRES:
2/23/89

NOTARY PUBLIC

, 19 88.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 29TH DAY

OF April

PURPOSES THEREIN SET FORTH.
THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND
BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED
AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT *John Brown and Jean Brown, personally known to me to be the same*
AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT *John Brown and Jean Brown, personally known to me to be the same*

, A NOTARY PUBLIC IN

COUNTY SS, ILLINOIS,

(Space Below This Line for Acknowledgment)

KAREN A. BROWN
—BORROWER
.....
SEAN BROWN
—BORROWER
.....
(Seal)

JOHN J. BROWN
—BORROWER
.....
GARY BROWN
—BORROWER
.....
(Seal)

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

- Adjusted Rate Rider Graduated Payment Rider Planned Unit Development Rider
 Condominium Rider 2-4 Family Rider

Instrument without charge to Borrower. Borrower shall pay any recordation costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
instrument in full or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument. If one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

22. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.
Prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by fiduciary
representative) shall be entitled to enter upon, take possession of and manage the Property first to collect the rents of
the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the
costs of management of the Property and collection of rents, including, but not limited to, the receiver's fees, premiums on
recreational bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and
supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 of this instrument or if the property and in any time
but not limited to, reasonable attorney's fees and costs of little evidence,
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument without further action on the part of Borrower. Lender at his option may foreclose this Security Instrument by
foreclosure or by sale of all sums secured by this Security Instrument. If the default is not cured on or
before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this
Security Instrument without further action on the part of Borrower. If the default is not cured on or
before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this
Security Instrument. Lender may exercise either of these rights to assert in the foreclosure proceeding the non-
information Borrower of a default or any other acceleration and the right to assert in the foreclosure proceeding the non-
secured by this Security Instrument, foreclose by judicial procedure or by force of law. The notice shall further
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
and (e) a default, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless a applicable law provides otherwise. The notice shall specify: (a) the date the action required to cure the
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17
unless a applicable law provides otherwise). The notice shall specify: (a) the date the action required to cure the
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 13 and 17
unless a applicable law provides otherwise).

NON-LIENFORM GOVERNANTS. Borrower and Lender further governant and agree as follows:

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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) is 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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RIDER TO SECURITY INSTRUMENT

DOC. 022

This Security Instrument Rider is attached to and made part of a Security Instrument (Deed of Trust, Mortgage or Deed of Trust to Secure Debt) dated **APRIL 29, 1988** given by the undersigned (the "Borrower") to secure Borrower's Note to **FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK** (the "Lender") of the same date and shall be deemed to amend and supplement said Security Instrument.

Amended and Supplemental Provisions: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ASSUMPTION

Lender will consent to a transfer of the property subject to the Security Instrument if (i) the credit of Borrower's successor in interest meets the Lender's then current underwriting criteria; (ii) Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender; and (iii) Borrower's successor in interest pays to Lender an assumption fee in an amount requested by Lender, which shall not exceed the amount requested by Lender for similar transactions.

B. INTEREST RATE AND PAYMENT ADJUSTMENTS. The following paragraph is hereby added to the Security Instrument:

INTEREST RATE AND PAYMENT ADJUSTMENTS. The Promissory Note secured by this Security Instrument contains the following provisions:

"3. INTEREST RATE ADJUSTMENTS"

(A) **Definitions**
"INDEX" MEANS THE WEEKLY AUCTION AVERAGE (INVESTMENT) RATE ON U.S. TREASURY BILLS WITH A SIX MONTH MATURITY, AS PUBLISHED BY THE FEDERAL RESERVE BOARD. IN THE EVENT SUCH INDEX IS NOT AVAILABLE, INDEX SHALL MEAN A SUBSTITUTE INDEX SELECTED BY NOTE HOLDER IN COMPLIANCE WITH FEDERAL LAW. "INITIAL INDEX" MEANS THE INDEX RATE PUBLISHED BY THE FEDERAL RESERVE BOARD DURING THE WEEK PRIOR TO RECEIPT OF LOAN APPLICATION. THE INITIAL INDEX ON THIS LOAN IS 6.200%. "CURRENT INDEX" MEANS THE INDEX VALUE MADE AVAILABLE BY THE FEDERAL RESERVE BOARD 45 DAYS PRIOR TO EACH CHANGE DATE.

"INITIAL DISCOUNT" The Initial Discount is 1.450 %.

"MARGIN" The Margin is 2.75 %.

"FULLY INDEXED RATE" is the sum of the applicable Index value plus the Margin.

"INTEREST RATE" means the annual rate of interest charged on the principal balance of the loan from time to time.

"INITIAL INTEREST RATE" means the Interest Rate charged as of the date the Note is executed as shown in Section 2. It is equal to the initial Fully Indexed Rate less the Initial Discount.

"CHANGE DATE" means each date on which the Interest Rate could change, which is the date on which every **SIXTH** regularly scheduled monthly payment is due.

"THEN CURRENT INTEREST RATE" means, for the period prior to the first Change Date, the Initial Interest Rate. Thereafter, it means the Interest Rate after the most recent Change Date.

"PAYMENT ADJUSTMENT DATE" means the date on which each Payment Adjustment shall be effective, namely the first day of the month following each Change Date.

(B) INTEREST RATE ADJUSTMENTS

I understand that on each Change Date, the Note Holder shall decrease, or may at its option, increase the Interest Rate as follows. Before each Change Date, the Note Holder will calculate the new Interest Rate by adding the Margin stated in the Loan Approval Letter and in Section 3(A) above, to the Current Index to arrive at the Fully Indexed Rate. The Note Holder then rounds the Fully Indexed Rate to the nearest one eighth of one percentage point (0.125%). This rounded amount, subject to the following limitations, will be the new Interest Rate until the next Change Date. The Interest Rate will never be increased or decreased on any single Change Date by more than **1.00 PERCENT** from the rate in effect in effect during the preceding **SIX** months. The Interest Rate will never be more than **13.250%** nor be in excess of five percentage points (5%) below the Initial Interest Rate. The fact that the Note Holder may not have invoked a permissible increase in whole or in part shall not be deemed a waiver of the Note Holder's right to invoke such an increase at a later time.

4. PAYMENTS

(C) **Amount of Monthly Payments.** Monthly installments of principal and interest will be due on the first day of each month. Commencing on date set forth in the Note, my monthly payments will be U.S. \$ amount set forth in the Note, subject to adjustment as follows: as of each Change Date, the amount of the monthly installments of principal and interest will be increased or decreased to an amount sufficient to repay the remaining Principal Balance in full at the Then Current Interest Rate in substantially equal payments by the Final Payment Date (a "Payment Adjustment"). Each Payment Adjustment shall be effective on the first day of the month following each Change Date."

IN WITNESS WHEREOF, Borrower has executed this Security Instrument Rider.

Karen A. Brown, 4/29/88 (seal)
Borrower Date
KAREN A. BROWN

Sean Brown 4/29/88 (seal)
Borrower Date
SEAN BROWN
LOAN ID BROW6842

John J. Brown
Borrower Date
JOHN J. BROWN

Gary Brown
Borrower Date
GARY BROWN
Loan #30805387

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