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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 MAY 19 PM 3:30

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(Space Above This Line For Recording Date)

## MORTGAGE

255025-3

\$16.00

THIS MORTGAGE ("Security Instrument") is given on **MAY 13**  
1988 The mortgagor is **ROBERT A. BOEHM AND LEANNE M. BOEHM, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**4242 NORTH HARLEM  
NORRIDGE, ILLINOIS 60634**  
Borrower owes Lender the principal sum of

("Lender").

**ONE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED AND NO/100**

Dollars (U.S.) **134,300.00**). This debt is evidenced by Borrower's note  
dated the same date as this Security Instrument ("Note"), which provides for ~~monthly~~  
~~WEEKLY~~ payments, with the full debt, if not paid earlier, due and payable on **JANUARY 28, 2010**. 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 BLOCK 2 IN RANDVIEW HIGHLANDS, BEING A SUBDIVISION OF THE  
NORTH WEST 1/4 OF THE NORTH WEST 1/4 AND THE NORTH EAST 1/4 OF THE  
NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

MAIL TO:  
STATEWIDE TITLE COMPANY  
755 N. QUENTIN ROAD  
PALATINE, IL 60067  
Box 424

88215026

03-34-106-021-0000

which has the address of **710 NORTH WILLE STREET** MOUNT PROSPECT.  
(Street) (City)

Illinois **60056** ("Property Address");  
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurteances, 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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THE TALMAN HOME FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF ILLINOIS  
2454 DEMESTER  
DEES PLAINES, ILLINOIS 60016

ATTENION: NANCY RICHARDS

RECORD AND RETURN TO:

DEES PLAINES, IL 60016

NANCY RICHARDS

PREPARED BY:

My Commission expires: 6/27/89

Given under my hand and official seal, this

13 day of May

, 1988

set forth.

signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes herein  
subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that The X  
, personally known to me to be the same person(s) whose name(s) ARE

do hereby certify that ROBERT A. BOEHM AND LEANNE M. BOEHM, HUSBAND AND WIFE  
, a Notary Public in aid for said county and state,

Cook County ss:

STATE OF ILLINOIS.

[Space Below This Line for Acknowledgment]

Borrower  
(Seal)

Borrower  
(Seal)

LEANNE M. BOEHM/HIS WIFE  
*Leanne M. Boehm*  
(Seal)

ROBERT A. BOEHM  
*Robert A. Boehm*  
(Seal)

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

Other(s) [Specify] BIWEEKLY PAYMENT RIDER

Graduated Payment Rider     Planned Unit Development Rider

Adjustable Rate Rider     condominium Rider     24 Family Rider

Instrument. [Check applicable boxes] Instruments and agreements of this Security instrument as if the rider(s) were a part of this Security

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 this instrument. The covenants of this Security instrument as if the rider(s) were a part of this Security

22. Water of Homestead. Borrower waives all right of homestead exemption in the property.

21. Reverses. Upon payment of all sums secured by this Security instrument, Lender shall release this Security

costs of management of the property and collection by Lender or the receiver shall be applied first to payment of the

appointee including those past due. Any rents collected by Lender or the receiver shall be applied to pay the rents of

the appointee prior to the expiration of any period to enter upon, take possession of and manage the Property and by agent or by judgment

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but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses of pursuing the remedies provided in this paragraph 19, including

this Security instrument without charge to Borrower. Borrower shall pay all sums secured by this Security

before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by

excessive or a default or any other defenese of Borrower to accelerate the rights to assert in the foreclosure proceeding the non-

inform form Borrower of the right to remit after acceleration and the sale of the property. The notice shall provide

secured by this Security instrument, forclosure after acceleration by judicial proceeding and sale of the property. The notice

and (d) that failure to cure the defect or before the date specified in the notice in accordance with the non-

default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

unless applicable law provides otherwise. (a) the defualt specified in the notice required to cure the

breach of any covenant or agreement in this Security instrument (but not prior to acceleration unless paragraphs 13 and 17

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NON-UNIFORM COVENANTS. Borrower and Lender further agree as follows:

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UNIFORM COVENANT BORROWER AND LENDER Covenants and Agreement

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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11. **Succesors and Assigns; Pound; Joint and Several Liability; Co-signers.** The co-contractants and agreements of this Security instrument shall bind and control the successors and assigns of Lender and Borrower, subject to the provisions of this instrument. Lender 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 unless Borrower's notice of termination of the instrument or other wise agrees in writing, any application of proceeds to principal shall be applied to the sums secured by this Security instrument, whether or not the same due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condominium offers to award or settle a claim for damages, Borrower fails to respond to Lender notice by Lender to restore the instrument, make an award or settle a claim for damages, Borrower shall be liable to the instrument or repossess the instrument, whether or not then due, with any excess by Lender or any other person or entity before the taking of the property, divided by (b) the fair market value of the property immediately before the taking, multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument shall be reduced by unless Borrower and Lender otherwise agree in writing, the amounts of the proceedings multiplied by the following fraction: (a) the sum secured by this Security instrument shall be reduced by the amount of the proceedings of any condemnation or other wise agree in writing, or for conveyance in lieu of condemnation, acre hereby assinged and Lender shall be paid to Borrower. In the event of a total taking of the property, the proceeds shall be applied to the sums secured by this Security instrument or Lender. In the event of a partial taking of the property, any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, acre hereby assinged and Lender shall be paid to Lender. 9. **Condemnation.** The proceeds of any award or claim for damages, directly or consequential, in connection with shall give Borrower notice at the time of prior to an inspection specifically regarding easements or inspecetions of the property. Lender insures termintaries in accordance with Borrowers and Lenders written agreement or applicable law. 10. **Inspection.** Lender or its agent may make reasonable entries upon and inspectins of the property. Lender Borrower shall pay the premium required to making the loan secured by this Security instrument for the Lender requires insurance as a condition of making the loan secured by this Security instrument. 11. **Possession.** If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condominium offers to award or settle a claim for damages, Borrower fails to respond to Lender notice by Lender to restore the instrument, make an award or settle a claim for damages, Borrower shall be liable to the instrument or repossess the instrument, whether or not the same due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower within 30 days after the date the condominium offers to award or settle a claim for damages, Borrower fails to respond to Lender notice by Lender to restore the instrument, make an award or settle a claim for damages, Borrower shall be liable to the instrument or repossess the instrument, whether or not the same due. 12. **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 instrument is subject to a law which sets maximum loan charges, any notice to Borrower provided for in this Security instrument shall be given by Lender to Borrower without any notice to Borrower under the Note. 13. **Liquidation Agreement.** If Lender exercises his option in full or all sums secured by this Security instrument or any provision of the Note is violated, Lender shall be entitled to apply any sum or sums which may be recovered from the instrument to the payment of any sum or sums due under the instrument. 14. **Notices.** Any notice to Borrower provided for in this Security instrument shall be given by Lender to Borrower without any notice to Borrower under the Note. 15. **Governing Law; Severability.** This Security instrument shall be governed by law of the state in which it was executed. 16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security instrument. Note are declared to be severable. 17. **Transfer of the Property or Beneficial Interest in Borrower.** If all or any party 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), Lender's right to this Security instrument is not affected. 18. **Borrower's Right to Remitiate.** If Borrower meets certain conditions, Borrower shall have the right to remitiate by this Security instrument without further notice or demand on Borrower.

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## BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 13TH day of MAY 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 Note (*the "Note"*) to THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

710 NORTH WILLE STREET, MOUNT PROSPECT, ILLINOIS 60056

Property Address

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments and the termination of the Borrower's right to make the biweekly payments as follows:

1. (omitted)

### 2. INTEREST

The interest rate required by Section 2 of the Note will increase 0.25% if the Note Holder exercises its option to terminate biweekly payments pursuant to Section 7(C) of the Note and this Rider.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen calendar days (*the "biweekly payments"*), beginning on JUNE 30 19 88. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at 4242 NORTH HARLEM NORRIDGE, ILLINOIS 60634 or at a different place if required by the Note Holder.

#### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 546.36

#### (C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder. On or before the date of this Note, I will cause the Note Holder to have in its possession my written authorization and voided check for the account from which my biweekly payments will be deducted. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due. I will not change the account from which my biweekly payments are deducted to a new account with the Note Holder without the prior written consent of the Note Holder.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

### 4. TERM

If I make all my biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on JANUARY 28, 2010, which is called the "Maturity Date". If on the Maturity Date, I still owe amounts under this Note, I will pay those amounts in full on that date.

5. (omitted)

6. (omitted)

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## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder does not receive the full amount of any biweekly payment on the date it is due, I will pay a \$25.00 processing charge to the Note Holder. If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of the principal and interest. I will pay this late charge and processing charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of my biweekly or monthly payment on the date it is due, I will be in default.

### (C) Conversion From Biweekly Payments

If any one of the following conditions exist, the Note Holder may increase the interest rate pursuant to Section 2 above and the amounts of future payments due under the Note and change the due date of each such payment from biweekly to monthly (*this is called a Conversion*):

- i) I fail to deliver my written authorization and voided check as required under Section 3(C) above;
- ii) I fail to maintain the account I am required to maintain under Section 3(C) above;
- iii) If for any reason (*including but not limited to insufficient funds or unavailable funds in my account or processing errors made by an entity other than the Note Holder*) the Note Holder is unable to deduct the full biweekly payment due on any three biweekly payment due dates during any twelve consecutive months of the loan term.

Upon conversion, automatic deductions will cease. All monthly payments will be due on the first day of each month and must be remitted by means other than automatic deduction. Once converted, payments can never be changed back to biweekly due dates.

The Note Holder will determine my new payments by calculating an amount sufficient to repay the balance which would be owed under the Note (*assuming all payments had been made on time*) at the increased interest rate in substantially equal monthly installments from the effective date of the interest rate increase to the Maturity Date. As soon as the Note Holder elects to convert payments to monthly due dates, a Conversion Notice will be sent to me specifying the effective date of the change to monthly due dates; the amounts of the new monthly payments; the new interest rate; the effective date of the interest rate increase; and the aggregate amount of any past due payments. The effective date of the change to monthly due dates will, however, precede the effective date of the interest increase. Monthly payments which precede the effective date of the interest rate increase will be calculated at the original interest rate and may include interest and principal payments for any number of days which fall between the last biweekly payment due date and effective date of change to monthly due dates. The amounts of these monthly payments will also be set forth in the Conversion Notice. After Conversion, I will pay all sums due, pursuant to the Conversion Notice, and if I still owe amounts under this Note on the Maturity Date, I will pay those amounts in full on that date in accordance with Section 4 above.

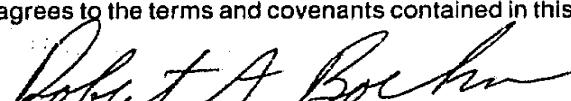
## B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

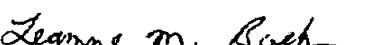
- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the words "one-twelfth" are changed to "one twenty-sixth."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

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

  
ROBERT A. BOEHM

(Seal)  
Borrower

  
LEANNE M. BOEHM/HIS WIFE  
FOR ILLINOIS USE ONLY

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