

# UNOFFICIAL COPY

5001039879

COOK COUNTY, ILLINOIS

1988 JUN -2 PM 2:41

88236122

88236122

(Space Above This Line For Recording Date)

## ADJUSTABLE RATE MORTGAGE

16.00

THIS MORTGAGE ("Security Instrument") is given on **MAY 31, 1988**. The mortgagor is **TERRANCE K LIVINGSTON AND DEBRA A CAFARO, HIS WIFE**

("Borrower"). This Security Instrument is given to

**STANDARD FEDERAL SAVINGS & LOAN ASSN OF CHGO**  
which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is  
**4192 S. ARCHER AVENUE** **CHICAGO, ILLINOIS** **60632**  
("Lender").

Borrower owes Lender the principal sum of  
**TWO HUNDRED SIXTY THOUSAND DOLLARS & NO CENTS**

Dollars (US \$260,000.00). 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 **JUNE 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:

THE SOUTH 35 FEET OF LOT 1 AND THE NORTH 30 FEET OF LOT 2 IN BLOCK 9 IN SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOULE'S ADDITION TO OAK PARK, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN 15-01-412-002

88236122

which has the address of **941 BONNIE BRAE** (Street) **RIVER FOREST** (City)

Illinois **60305** (Zip Code) ("Property Address");

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.



# UNOFFICIAL COPY

5 3 2 1 6 1 2 2  
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 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. 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.

88236122

UNOFFICIAL COPY

18. Borrower's Right to Remisate. 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 by law may specify for remisements) before sale of the Property pursuant to any Power of Sale contained in this agreement or (b) entry of an instrument enjoining this Security Instrument to any other person (or entity of which then would be due under this Security Instrument and the Note had no acceleration occurred); (c) payment of all expenses incurred in enforcing this Security Instrument; (d) taking such action as Lender may reasonably require to assure that the lien of this Security Instrument is subordinate to the obligations secured hereby shall remain unchallenged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this Security Instrument shall not apply to the case of acceleration under paragraphs 13 or 17.

This Security Instrument 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.

If regular exercise is part of your daily routine, you may be able to reduce your risk of heart disease.

secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred and Borrower is left out of all sums due (or personal) within one year, Lender may at its option require immediate payment of all sums due.

Note each car as given one conforming copy of the Note and the provisions of this Schedule and the which are deemed to be severable.

survived in which the Property is located. In the event that any provision of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note will be construed without regard to the conflict.

15. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the state in which this Security Instrument shall be deemed to have been given given to Borrower or Lender, when given as provided for in this Paragraph.

Property Address or any other address Borrower designs by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address started herein or any other address by notice to Borrower. Any notice

paragraph 17  
14. Notices. Any notice to Borrower provided for in this Security Instrument shall be delivered in writing by mail unless otherwise specified below.

rendering any provision of this note subject to its terms, render it unenforceable to the extent necessary to make it enforceable under applicable law.

**13. Preparation of application for registration of trademarks.** If the applicant is a registered proprietor of a trademark, he may apply for its registration by filing an application in the prescribed form.

permitted the Note or by Borrower. If a release of charges principal, the reduction will be treated as a payment to the Note or by Borrower. Lender may choose to make this refund by reducing the principal owed necessary to reduce the charge to the permitted limit; and (ii) sums already collected from Borrower which exceed the permitted limits will be remitted to Borrower.

172. **loan charges.** And that the loan collected by the collector of the amount due on the loan shall be reduced by the amount of the charges collected by the collector of the amount due on the loan.

modelify, forbear or make any accommodations with regard to the terms of this Security Instrument in substitution of the Note without  
that Borrower's consent.

the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend the term of this Security Instrument; (b) is not personally obligated to pay that Borrower's interest in the Property under the terms of this Security Instrument, or to mortgag[e] Brian and Carolyn

shall not be a waiver of or preclude the exercise of any right or remedy.

by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy by agreement of otherwise modified or terminated of the sums secured by this Security Interest may render it liable to payment of interest at a rate which exceeds the maximum permitted by law.

modification of the original instrument granted by this Security Instrument shall not be deemed to release the liability of the original Borrower or his successors in interest from the obligations of this instrument.

Uses: General and Borrower's other wage income  
Postpones the date of the monthly payments to principal until not extended  
10. Borrower, Not Released; Forbearance By Lender. Extension of the time for payment of

to the sums so quoted by this Security Instrument, whether or not then due, before Lender is authorized to collect and apply the proceeds, either to resolution of the property of the Secured Party, or to the payment of expenses, attorney's fees, costs and other amounts due hereunder, within 30 days after the date the holder of this Note has given notice to the Secured Party.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award of a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Borrower shall pay Lender the amount of the award.

the amount of the proceeds multiplied by (b) the fair market value of the Property immediately before the taking. Any balance shall be assessed power and authority otherwise agree in writing, and the sums so agreed upon shall be collected in installments as follows:

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.

**9. Condemnation.** The proceeds of any award of 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.

8. **Lender's Right to Inspect.** Lender or its agents may make reasonable inspections of the Premises at any time during normal business hours for the purpose of inspecting the Premises and verifying the existence of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonsable cause for the inspection.

If I under-required mortgage insurance as a condition of making the loan secured by this Security Instrument

# UNOFFICIAL COPY

ADJUSTABLE RATE RIDER  
(National Court Fund Standard Note Form)

122

THIS ADJUSTABLE RATE RIDER is made this 31ST 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 Adjustable Rate Note (the "Note") to Standard Federal Savings and Loan Association of Chicago (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

941 BONNIE BRAE

RIVER FOREST  
(Property Address)

IL 60305

**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 7.250 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

##### (A) Change Dates

The interest rate I will pay may change on the first day of JUNE 1 , 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 national monthly median cost of funds for FSLIC insured Savings Institutions, as made available by the Federal Home Loan Bank. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE HALF percentage points (2.50 %) 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 that I am required to pay at the first Change Date will not be greater than 9.250 % or less than 7.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 12.250 %, or less than 7.250 %.

##### (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.

88236122

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

88236122

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

TERРАNCE K LIVINGSTON \_\_\_\_\_  
*Terrence K. Livingston*  
(Seal) \_\_\_\_\_  
DeBRA A CAFARO \_\_\_\_\_  
*Debra A. Cafaro*  
(Seal) \_\_\_\_\_  
Borrower \_\_\_\_\_

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 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  
Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security  
Instrument. Borrower in writing.  
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of ac-  
celeration. 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.