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DEPT-01 \$16.00
T#3333 TRAN 9606 06/23/88 10:59:00
#0247 D 88-275654
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

254890-9

THIS MORTGAGE ("Security Instrument") is given on JUNE 10
1988 The mortgagor is ROBERT C. OLSON AND MARY THERESA OLSON, 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
ONE HUNDRED ONE THOUSAND SIX HUNDRED AND NO/100

(“Lender”).
88-275654

Dollars (U.S. \$ 101,600.00) 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 JANUARY 14, 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 40 IN FREDERICK H. BARTLETT'S 87TH STREET HOMESTEADS, A
SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION
32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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19-32-420-010

which has the address of 8427 SOUTH MAYFIELD
(Street)

BURBANK
(City)

\$16.00

Illinois 60459 ("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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ATTENTION: DOLORES IWANSKI

OAK LAWN, ILLINOIS 60453

4740 WEST 35TH STREET

LOAN ASSOCIATION OF ILLINOIS

NOTARY PUBLIC, STATE OF ILLINOIS

THE TALMAN HOME FEDERAL SAVINGS AND

JOHN D. MASHANE

OFFICIAL SEAL

BOX 130 RECORD AND RETURN TO OAK BROOK, IL 60521

DALEWELL BANKER TITLE SERVICES SUITE 105

OAK LAWN, IL 60453

DOLORES IWANSKI
Notary Public

PREPARED BY: G.C. 26, 1991

Given under my hand and official seal, this
13th day of June, 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 instruments, appeared before me this day in person, and acknowledged that **THEY**
personally known to me to be the same person(s) whose name(s) are

do hereby certify that **ROBERT C. OLSON AND MARY THERESA OLSON, HIS AND WIFE**
a Notary Public in and for said county and state,

1. THE UNDERSIGNED
County ss:

STATE OF ILLINOIS,

(Space Below This Line for Acknowledgment)

Borrower
(Seal)

Borrower
(Seal)

MARY THERESA OLSON/HIS WIFE
(Seal)

ROBERT C. OLSON
(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
Instrument and in any rider(s) executed by Borrower and recorded together with
23. Riders to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
22. Waiver of Homeestead, Borrower waives all right of homestead excepted
Instrument without charge to Borrower. Borrower shall pay any recording costs.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security
Instrument of the Property and collection of rents, including, but not limited to, recievers' fees, premiums on
receipt of manageable instrument of the Property, unless collected prior to payment of all sums secured by this Security
Instrument. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding.
existsence of a default or any other deficiency of Borrower to accelerate payment in full of all sums secured by
inform Borrower of the right to remit after acceleration and sale of the Property. The notice shall further
secured by this Security Instrument, forclosure by judicial proceeding and shall further
prior to the expiration of any period of redemption following judicial sale, Lender or by judgment
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney's fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security Instrument of the Property, unless collected prior to acceleration and sale of the Property. If the default is not
before the date specified in the notice may result in acceleration of the sums
and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums
unless a applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security Instrument but not under paragrapahs 13 and 17
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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UNIFORM COVENANT. 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. 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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If Lender receives an insurance claim or other proceeds to which he is entitled under his Note, he shall pay them to Borrower. If Lender receives an insurance claim or other proceeds to which he is entitled under his Note, he shall pay them to Borrower. If Lender receives an insurance claim or other proceeds to which he is entitled under his Note, he shall pay them to Borrower.

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15. Governing Law; Severability. This instrument shall be governed by the laws of the state in which it was executed. To the extent that any provision of this instrument is invalid or unenforceable, such provision shall be severed from this instrument and the remaining provisions shall remain in full force and effect.

16. Borrower's Copy. Borrower shall be given one copy of this instrument and the Note is delivered to him. Borrower shall be given notice of any change in this instrument or the Note at least 30 days prior to the date of such change.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any beneficial interest in Borrower is sold or transferred to another person, whether or not the transfer is with or without consideration, Lender shall receive payment in full of all sums secured by this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument.

18. Borrower's Right to Rescind. If Borrower rescinds this instrument, Lender shall return all sums received by Lender notice of demand or rescission.

19. Assignment of Proceeds. Lender may assign this instrument to another person, whether or not the assignee has notice of the instrument. However, Lender shall not be responsible to the assignee for any breach of this instrument by Lender.

20. Borrower's Note Recited; Forgiveness By Lender. Exemption of the Payment of Such Amounts of principal and interest due to the Note, or any interest or other loan charges collected or to be collected in connection with the loan is finally interpreted so that the instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the instrument is subject to the Note.

21. Successors and Assigns; Found; Joint and Several Liability; Co-Signers. The co-signers and agreeements of part II, Paragraph 17, Borrower's covenants and assignments of Lender and Borrower, who co-signs this security instrument shall bind and obligate the Lender and Borrower to the terms of this instrument or the Note notwithstanding any modification, addition, or deletion made by either or both parties to this instrument.

22. If the Note is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offer is not awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date of the note is given, Lender is authorized to collect and apply the proceeds of the Note or its option to make an award or settle a claim for damages, whichever is greater.

23. In the event of a total taking of the Property, the proceeds shall be applied to the Note and to the insurance premium, whether or not there is a claim for damages paid to Borrower. In the event of a partial taking of the Property, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this instrument up to the time of a condemnation of any portion of the Property, or otherwise agreed by Lender or Borrower, and (b) the value of the property taken.

24. Compensation or other notice by Lender may make reasonable advance in lieu of connection with insurance termite in accordance with Borrower's and Lender's written agreement until such time as the requirements for the insurance premium are met. Borrower shall pay the premium required to maintain the insurance as a condition of making the loan secured by this Security instrument.

25. If Lender receives any sums under this instrument, Lender shall pay them to Borrower. If Lender receives any sums under this instrument, Lender shall pay them to Borrower.

26. If Lender receives any sums under this instrument, Lender shall pay them to Borrower. If Lender receives any sums under this instrument, Lender shall pay them to Borrower.

27. If Lender receives any sums under this instrument, Lender shall pay them to Borrower. If Lender receives any sums under this instrument, Lender shall pay them to Borrower.

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BIWEEKLY PAYMENT RIDER

(FIXED RATE)

THIS BIWEEKLY PAYMENT RIDER is made this 10TH day of JUNE 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:

8427 SOUTH MAYFIELD, BURBANK, ILLINOIS 60459

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 JULY 28 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. \$ 417.92

(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 biweekly payments on time and pay all other amounts owed under this Note, I will repay my loan in full on JANUARY 14, 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

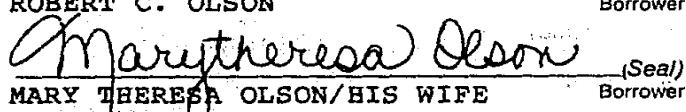
1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

- (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 C. OLSON
(Seal)
Borrower


MARY THERESA OLSON/HIS WIFE
(Seal)
Borrower

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