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(七年1-51 \*16.25 1#444月 1#49 0776 97/36/88 13:28:30 #27/2 # 25 \*\*一般日一日りのるこの cook county Recorder

| (Space Above This Line For Recording Data)  |                                       |
|---|---------------------------------------|
| _88-300600 MORTGAGE   |                                       |
| THIS MO (1 TAGE ("Security Instrument") is given on 1988. The mortgapor is Mark fX Brink, a Bachelor, and Lorra not since remarized ("Borrower"). This Security Instrument the laws of 100 State of Illinois and whose add Commerce, STe 740 Solling Meadows, IL 60008.  Borrower owes Lender the principal sum of One hundred fifty three to date the same date as this Security Instrument ("Note"), which provides for more paid earlier, due and payable on 100 July 8, 2018.  Security Instrument of the debt evidenced by the Note, with in modifications; (b) the payment of all other sums, with interest, advanced under passecurity Instrument; and (c) the performance of forrower's covenants and agreem the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 1 | rument is given to                    |
|   |                                       |
| Lot 28 in Blockl in Sulzer's Addition to Revenswood, being lying West of Clark Street, of the North 1/2 of the North 1/4 of Section 17, Township 40 North, Range 1.4. East of thin Cook County, Illinois.   | West 1/4 of the South West            |
| PIN#: 14-17-301-019   | Third Principal Meridian,             |
| which has the address of 1452 W. Pensacola  |                                       |
| [Street]  | (City)                                |
| Illinois  |                                       |
| TOGETHER WITH all the improvements now or hereafter erected on the appurtenances, rents, royalties, mineral, oil and gas rights and profits, water right hereafter a part of the property. All replacements and additions shall also be covered   | hts and stock and all fixtures now or |

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.

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

\$16.00 MAIL

Form 3014 12/83 44713 BAF SYSTEMS AND FORMS CHICAGO, IL

encumbrances of record.

Inv. 18936 24214

or any coverant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 71 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

MON-UNIFORM COVENAITS. Borrower and Lender further covenant and agree as follows:

Action of the control of the control

e 740, Rolling Meadows, IL

Notary Public

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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 eatle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is auch rized 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 Pack 3 leased; 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 of refuse to extend time for payment or otherwise modify amonization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's su cessors 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 tirn's of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) grees 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.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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 sures already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to nake this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund educes 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 expi ation 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 Incrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step, specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument stall oe given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The naice 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 Porrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender v non 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 ments 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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requesting payment.

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 Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this

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

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 regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or fee title shall not merge unless Lender's Rights in the Property; Mortgage Insurance.

7. Protection of Lender's Rights in the Property; Mortgage Insurance.

Covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect an expert of the contained in this Security Instrument, or there is a legal proceeding that may significantly affect and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, 6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially

instrument immediately prior to the acquisition.

under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and inoceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or when the notice is given.

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 30-0ay period will begin Borrower abandons the Property, or does not answer within 30 days a notice from Lender (1.1, the insurance carrier has applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be of the Property damaged, if the restoration or repair is economically feasible and Lengir's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair carrier and Lender. Lender may make proof of loss if not made promptly by Borrowe. Lender shall have the right to hold the policies and renewals. If Lender I qui.es, 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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard morkgage clause.

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrew r subject to Lender's approval which shall not be requires insurance. This insurance shall be maintained in the anjounts and for the periods that Lender requires. The insured against loss by fire, hazards included within the term "exter ded coverage" and any other hazards for which Lender 3. Hazerd Insurance. Borrower shall keep the in ore sements now existing or hereafter erected on the Property

of the giving of notice.

notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the Leady this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priedly over this Security Instrument, Lender may give Borrower a 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 prevent the enforcement of the lien of the lien and process of the holder of the lien and the lien and the holder of the lien and the lien and the lien and the lien are the lien and th agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (b) contests in good

pay them on time directly to the person nakes these payments directly, 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 to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall 4. Charges; Liens. Forrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain orionly over this Security Instrument, and leasehold payments or ground rents, if any.

Mote; third, to amounts payak in under paragraph 2; fourth, to interest due; and last, to principal due.

any Funder head 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 cre'it gainst the sums secured by this Security Instrument.

3. Application as a cre'it gainst the sums secured by this Security Instrument.

Papplication of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shull be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; second, to prepayment charges due under the Note; second, the prepayment charges due under the Note; second, the prepayment charges due under the Note; second, to prepayment charges due under the Note; second of the No amount necessary to make up the deficiency in one or more payments as required by Lender.

Upor payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower

amount of the Funds held by Lender is not sufficient to pay the eserow items when due, Borrower shall pay to Lender any at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be,

this Security Instrument.

purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by 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 shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the spanning of the Funds and 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 state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

basis of current data and reasonable estimates of future escrow items.

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 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

1. Payment of Principal and Interest: Prepayment and Late Charges. Borrower shall prompily 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. UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

## UNOFFICIAL GORY 0

MORTGAGE RIDER (Adjustable Rate Loan)

Loan No. 2857209

Date July 5, 1988

THE NOTE WHICH THIS MORTGAGE SECURES, CONTAINS, AMONG OTHERS, PROVISIONS FOR AN ADJUSTABLE INTEREST RATE, CHANGES IN THE MONTHLY PAYMENT AT PERIODIC INTERVALS AND INCREASES, UNDER CERTAIN CIRCUMSTANCES, IN THE PRINCIPAL AMOUNT OWED ON THE LOAN, WHICH PROVISIONS ARE AS FOLLOWS:

INITIAL INTEREST RATE AND MONTHLY INSTALLMENT PAYMENTS. The initial interest rate under the Note shall be 7.500 % per annum. Principal and Interest shall be payable in monthly installments initially of \$1069.80 each, which is based on an amortization period of 30 years, to be applied first to interest on the unpaid balance and then to principal, beginning on the 8th day of August 1988, and continuing on the 8th day of each month thereafter, until the 8th day of July 2018 at which time the entire indebtedness evidenced by the the Note shall all become due and payable.

INTEREST RATE ADJUSTMENT PERIOD. The Borrower agrees that the interest rate under the Note shall be increased or decreased during the term thornof, as herinafter provided, with the first change to become effective on the Sto day of January . 19 89, and on the Sth day of each month thereafter (the "Interest Adjustment Period").

DEFERRED INTEREST AND INCREASING PRINCIPAL BALANCE. To the extent any monthly installment payment is less than the amount of interest accrued during the month with respect to which the installment is payable, the difference shall be added to the principal of the loan as of the due date of the installment and thereafter shall bear interest as part of the principal ("Additions to Principal").

MONTHLY INSTALLMENT PAYMENT ADJUSTMENT PERIOD. The monthly installment payment of principal and interest (the "Monthly lustallment Payment") shall be adjusted as of the <u>8th</u> day of July of each year during the term of the loan herein to implement interest adjustments hereunder, with the first said monthly payment adjustment to become effective on the <u>8th</u> day of <u>August</u>, 1988, and

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annually thereafter (the "Loan Year"). The Monthly Installment Payment amount shall be adjusted so that it shall be equal to that amount required to amortize the unpaid principal balance, including any Additions to Principal, after the Monthly Installment Payment for July of each Loan Year is applied, together with interest thereon at the rate of interest in effect as of the Sth day of July of each Loan Year, by the end of the original amortization period. Provided however, in no event shall any annual adjustment of the Monthly Installment Payment he adjusted to exceed a adjustment of the Monthly Installment Payment be adjusted to exceed a maximum increase of 7.500 % over the amount of the Monthly Installment Payment in effect for the immediately preceeding Loan Year; provided further, however, at the option of the holder of the Note, the above described\_\_\_\_ 7.500 % limitation on the amount of the increase to the Monthly Installment Payment shall not apply at the time of the fifth annual adjustment to the Monthly Installment Payment, and the annual adjustments to the Monthly Installment Payments for each five years thereafter, when there shall be no limit on the amount of the increase to the annual adjustment of the Monthly Installment Payment. The adjusted Monthly Installment Payment shall remain fixed during the remainder of such Loan Yese, notwithstanding changes in the interest rate under the Note during such Loan Year, until the time for the next annual Monthly Installment Payment adjustment as herein above set forth. Provided however, notwithstanding anything to the contrary contained herein, in the event at any time during the term hereof, the unpaid principal balance of the Note, including Additions to Principal, shall exceed 125% of the original principal balance of the Note, the Monthly Installment Payment shall be immediately adjusted so that it shall be equal to that amount required to amount itself the note of the Note. Note, including any Additions to Principal, at the then existing interest rate, by the end of the original amortization period. The exercise of this adjustment shall not affect the next annual Monthly Installment Payment adjustment period, of any subsequent annual Monthly Installment Payment adjustment period, pursuant to the terms hereof.

NOTICE OF PAYMENT ADJUSTMENT. At Less thirty but not more than 120 days before the 8th day of July of each Loan Year during the term of the Note, the Lender shall send written notification to the Borrower stating, among other things, the new Monthly Installment Payment amount, any change in the interest rate and any change in the outstanding principal balance.

MAXINUM RATE OF INTEREST. If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the contree to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Polder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

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|-------------|--------------|--------------|------------|--------|----------------|
| Executed th | is 5th       | day of       | July       | , 19   | 88             |
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