

When Recorded Mail To:

UNOFFICIAL COPY

88319477

Bury, 235

~~COLDWELL BANKER
RESIDENTIAL MORTGAGE SERVICES
2215 ENTERPRISE DRIVE,
BUILDING B, SUITE 1502
WESTCHESTER, ILLINOIS 60153~~

~~Coldwell Banker Title Services
1225 W. 22nd Street, Suite 105
Oak Brook, IL 60521~~

(Space Above This Line For Recording Date)

DEPT-01

114444 TRAN 0993 07/20/88 12:00:00
#6797 # D **-88-319477
COOK COUNTY RECORDER

\$16.00

Loan Number 06-008603-5H

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 11, 1988. The mortgagor is GERARD M., NERBURN AND MARY J., NERBURN, HIS WIFE.

This Security Instrument is given to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., which is organized and existing under the laws of California, and whose address is 28 Executive Park, Suite 200, P.O. Box 19604, Irvine, CA 92713 ("Lender"). Borrower owes Lender the principal sum of NINETY FIVE THOUSAND AND NO/100THS Dollars (U.S. \$ 95,000.00). 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 AUGUST 1, 2018. This Security Instrument secures 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 County, Illinois:

LOT 22 IN OAK MEADOWS, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 27-09-121-010

Lent 6/13/88

"ADJUSTABLE RATE RIDER ATTACHED HERETO AND MADE A PART HEREOF."

-88-319477

which has the address of 14620 RIDGE AVENUE, ORLAND PARK,
[Street] (City)
Illinois 60462 ("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 seized 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.

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

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4 of 4 Pages

See top of page

"OFFICIAL SEAL" PA MELA J. RAYBURN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/24/91

Given under my hand and official seal, this 22nd day of July, 1888.

Theorem 5.1 for μ ,

I,, THE UNDERTAKING SIGNER
..... a Notary Public in and for said county and state,
do hereby certify that , , GERRARD, M., NEBRURN, AND, MARY, J., NEBRURN, HIS, WITNESS
..... personally known to me to be the same person(s) whose name(s) ARE
..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they
..... signed and delivered the said instrument as WITNESS free and voluntary act, for the uses and purposes

THE UNDESIGNED

State of Illinois, County ss: Cook
T HIS INSTRUMENT WAS PREPARED BY:
COLDWELL BANKER RESIDENTIAL
MORTGAGE SERVICES, INC.
1211 W. 22nd STREET, SUITE 271
OAK BROOK, ILLINOIS 60521
THIS INSTRUMENT WAS PREPARED BY:
COLDWELL BANKER RESIDENTIAL
MORTGAGE SERVICES, INC.
2215 ENTERPRISE DRIVE,
BUILDING B, SUITE 1502
WESTCHester, ILLINOIS 60153

[Space Below This Line for Acknowledgment]

BY SIGNING BELOW, Borrower agrees that he has read and understood the terms and conditions contained in this Security Instrument and in my rider(s) executed by Borrower and recorded with it.

Security in this item, the conventions and agreements of each such rider shall be incorporated into and shall amend and supplement the documents and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

Adjustable Rate Rider Contingent Rider 2-4 Family Rider

Grandfathered Rider Planned Unit Development Rider

Other(s) [Specify]

20. Lender will be entitled to compensation of any period of redemption following jural sale. Lender (in person, by agent or by duly qualified attorney) will be entitled to compensation of any period of redemption following jural sale. Lender will be entitled to compensation of any period of redemption following jural sale.

21. Including those parts paid in advance upon, take possession of land managed the Property and to collect the rents of the Property which include collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and chose to the sums secured by this Security Instrument.

22. Waiver of Borrower's right of more redress than is provided by Borrower and recorded together with this Security Instrument. If due or more redress than is provided by Borrower and recorded together with this Security Instrument.

23. Redress to this Security Instrument. If due or more redress than is provided by Borrower and recorded together with this Security Instrument.

19. Acceleration of Remedies. Lender shall give notice to Borrower prior to trustee's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration of principal or interest due under the Note or any other obligation of Borrower hereunder) if the trustee fails to provide prompt and diligent defense of the Note or any other obligation of Borrower hereunder, or if the trustee fails to pay over to Borrower all amounts received by the trustee from the Note or any other obligation of Borrower hereunder.

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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 sum required 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; (c) 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 (e) 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 no 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.

18. Borrower's Right to Remitance. If Borrower meets certain conditions, Borrower shall have the right to have enforcement specifically for remittance before sale of the Property pursuant to any time prior to the earlier of: (a) 5 days (or such other period as applicable law or this Security Instrument disclaims), Borrower's Right to Remitance, if Borrower meets certain conditions, Borrower shall have the right to the early termination of this Security Instrument by Borrower, this Security Instrument shall not apply in the case of acceleration under paragraphs 13 or 17.

If Lennder exercises this option, Lennder shall give Borrower notice of acceleration. The notice shall provide for not less than 30 days from the date the notice is received by Borrower for payment of all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lennder may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

16. Borrower's Copy or a Beneficial Interest in Borrower, if any party of the Note and of this Security Instrument.
17. Transfer of the Property or a Beneficial Interest in Borrower, if all or any party of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by and construed in accordance with the laws of the state in which this Note is executed.

14. Notices. Any notice to Borrower provided for in this Agreement shall be given by mailing it or by mailing it by first class mail unless otherwise specified by Borrower. Any notice given by mailing shall be deemed to be given when the letter is delivered to the addressee. Any notice given by telephone shall be deemed to be given when the telephone call is received by the addressee. Any notice given by facsimile shall be deemed to be given when the facsimile is received by the addressee. Any notice given by electronic mail shall be deemed to be given when the e-mail is received by the addressee. Any notice given by registered or certified mail shall be deemed to be given when the letter is delivered to the addressee.

charge under the Note.

13. **Legislative Affection Leader's Rights.** If one or more of the applicable laws has the effect of rendering

12. **Chargers.** If the loan secured by this Security Instrument is subiect to a law which sets maximum loan charges, and that law is finally interpreted so that the interests or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) any sums arising from the collection of any such loan charge in excess of the permitted limit will be treated as a partial prepayment of any principal payable to Borrower. If a refund reduces principal, then, each item will be reduced by its proportionate share of the principal paid to Borrower. Under this rule, a creditor may choose to make this reduction by reducing the principal owed under the Note or by making a direct charge to the permitted limit; and (b) any sums arising from the collection of any such loan charge in excess of the permitted limit will be treated as a partial prepayment of any principal payable to Borrower.

II. Successors and Assigees Bound; Joint and Several Liability; Co-signers. The co-contractants and agreeesements of this Security instrument shall, joint and severally, be liable to the providers of the services and equipment of this Security instrument and benefit the successors and beneficiaries of Lender and Borrower, subject to the provisions of paragraph 17, Borrower's cause a loss and agreesements shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable and responsible for all debts and obligations of Lender and Borrower, except to the extent of his or her interest in this Security instrument or the amount of his or her share of the debts and obligations of this Security instrument.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date due to the merits of monthly payments 1 and 2 or changes in principal shall not exceed or amortization of the note. Borrower's Note is payable. Extension of the time for payment of such pymtments.

sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemned offer is made by (b) the first market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

In the event of a total taking of the Property, the proceeds shall be applied to the sums accrued by this Security instrument.

in accordance with the premiums required to maintain the insurance in effect until such time as the requirement for the insurance ceases.

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ADJUSTABLE RATE RIDER

(1 Year Index - Interest Rate Caps)

Loan Number: 06-008603-54

THIS ADJUSTABLE RIDER is made this 11TH day of JULY, 1988, 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 to COLDWELL BANKER RESIDENTIAL MORTGAGE SERVICES, INC., (the "Lender") of the same date and covering the property described in the Security Instrument, and located at:

3620 RIDGE AVENUE, ORLAND PARK, ILLINOIS 60462

(Property Address)

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 8.500 %; Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of AUGUST, 1991, and on that day every 12 months 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 weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. 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 75/100 percentage points (2.750 %) 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 principal and interest payment.

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(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the First Change Date will not be greater than 10.500%. 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 14.500%, OR LESS THAN 8.500% INITIALS G.M. M.G.

(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 questions 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:

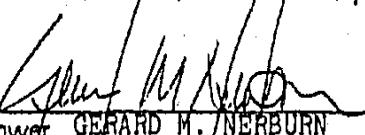
"Transfer of the Property or a Beneficial Interest In Borrower."

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 shall not exercise this option if: (i) 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.

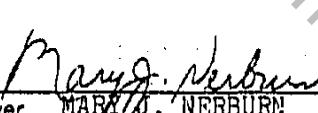
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements 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 Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

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


Borrower GERARD M. NERBURN

(Seal)


Borrower MARY J. NERBURN

(Seal)

Borrower

(Seal)

Borrower

(Seal)