

# UNOFFICIAL COPY

LOAN # 87117388

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BELL FEDERAL SAVINGS AND LOAN ASSOCIATION
C. RAY BURKE
GENERAL MANAGER
BOX 112
HOME OFFICE LOAN NO. 87117388

[Space Above This Line For Recording Data]

## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on JUNE 29, 1988. The mortgagor is GLEN A. BUREK AND ELLEN J. BUREK, HIS WIFE ("Borrower"). This Security Instrument is given to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is Monroe & Clark Streets, Chicago, Illinois 60603 ("Lender"). Borrower owes Lender the principal sum of FIFTY NINE THOUSAND AND 00/100 Dollars (U.S. \$ 59,000.00). 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 08-01-2018. 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:

LOTS 3 AND 4 IN BLOCK 3 IN FREDERICK H. BARTLETT'S FIRST ADDITION TO GREATER 79TH STREET SUBDIVISION BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, ALSO THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29 ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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PERMANENT TAX I.D. NUMBER 19-29-314-017 VOL. 190 &amp; 19-29-314-018 VOL. 190

which has the address of 7808 S. MCVICER .....  
[Street] ..... BURBANK .....  
[City]  
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 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.

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**UNOFFICIAL COPY** THIS INSTRUMENT WAS PREPARED FOR THE STATE OF MONTANA

Notary Public

MY COMMISSION EXPIRES 7/23/91

(סEAל)

61

..... day of 37

### My Commission Express:

(he, she, they)

**THEY**... exhibited solid instrument for the purposes and uses therein set forth.

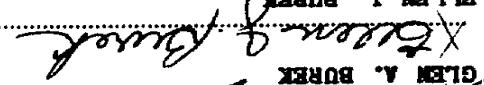
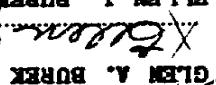
(his, her, their)

*SERIALIZED / INDEXED*  
OLIN A. BUREK AND ELLEN J. BUREK, HIS WIFE  
A Notary Public in and for said county and state, do hereby certify that  
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
therein executed same, and acknowledged said instrument to be **THEIR**  
personal property.

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COUNTY OF

BY SIGNING BELOW, Borrower agrees to the terms and conditions contained in this Security  
Instrument and in any rider(s) executed by Borrower and recorded with it.  
  
GLEN A. BURKE  
Borrower  
(Seal)  
  
ELLEN J. BURKE  
Borrower  
(Seal)  

(Space below the line for Admittance)

20. Leader in Prosecution. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of my period of redemption following judicial sale, I under (in Person), by agreement of the parties to this instrument or my agent, shall be entitled to enter upon, take possession of and manage the Property until it is sold, provided that the receiver's fees, costs and reasonable attorney's fees, and then to the sums secured by the Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, I, under my signature, shall release to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Foreclosure. Borrower waives all right of homestead exception in the Property.

23. Rights to this Security Interest. If one or more riders are executed by Borrower and recorded together with this Security Interest, the co-owners and beneficiaries of this Security Interest shall be incorporated into and shall amend and supplement the instruments of each such rider shall be incorporated into and shall amend and supplement the instruments of this Security Interest and agreements and arrangements of this Security Interest as if the rider(s) were a part of this Security Interest.

Adjustable Rate Rider       Condominium Rider       2-4 Family Rider  
 Planned Unit Development Rider       General Partnership Rider

Other(s) [Specify] \_\_\_\_\_

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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 settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized 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 Not Released; 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 or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors 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 terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees 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.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the 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 sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces 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 expiration 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 Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when 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 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 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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LOAN NUMBER

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## ADJUSTABLE RATE RIDER (ANNUAL AND LIFETIME RATE CAPS)

THIS ADJUSTABLE RATE RIDER is made this 29TH ..... day of JUNE ..... , 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 (the "Note") to BELL FEDERAL SAVINGS AND LOAN ASSOCIATION ..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7808 S. MCVICKER, BURBANK, IL 60459

[Property Address]

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE BORROWER MAY LIMIT MONTHLY PAYMENT INCREASES TO 7½% EACH YEAR IF THE PROVISIONS OF THE NOTE PERMIT IT.**

**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

6.900

The Note provides for an initial interest rate of ..... %. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES; BORROWER'S RIGHT TO LIMIT PAYMENT

#### (A) Change Dates

AUGUST 89

The interest rate I will pay may change on the first day of ..... , 19....., and on that day every ..... th 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 most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index". The "Index" is the national monthly median cost of funds for Federal Savings and Loan Insurance Corporation insured Savings and Loans, as made available by the Federal Home Loan Bank Board.

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 ( ..... 2.500 ..... %) 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%). This rounded amount will be my new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than ..... 2.0 ..... percentage points at any Change Date. This limitation and the limitation on the new monthly payment increase of Section 4(F) below will

be effective immediately.

be effective after the first Change Date.

The interest rate on this loan will never exceed ..... 13.400 ..... percent per annum.

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 is called the "Full Payment". It will be the new amount of my monthly payment unless I choose the amount permitted by Section 4(F) below.

#### (D) Effective Date of Changes

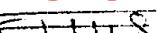
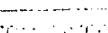
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

#### (E) 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.

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<b>SELLER'S INFORMATION</b>	
CORNER, JAMES AND DЛАRK LTD. INC., TORONTO, ONTARIO, CANADA C-1213-303, TELEPHONE 5-36603	

*Ellen A. Burek*

ELLIN A. BUREK .....  
-Borrower .....  
.....(Seal)

*Ellen A. Burek*

ELLIN J. BUREK .....  
-Borrower .....  
.....(Seal)

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

**25. RELEASE FEE.** Notwithstanding Clause 21 of the Security Instrument to the contrary, this Security Instrument shall be released upon payment to the Lender of the indebtedness secured hereby, pursuant to the terms hereof and the payee(s) of its release fee.

**26. ASSUMPTION POLICY.** Notwithstanding Clause 17 of the Security Instrument, the Lender shall allow assumption by a prospective purchaser of the property securing this loan provided that: (1) The terms of the Note and the Security Instrument are not otherwise in default; (2) The Lender shall have the right to approve or disapprove the creditworthiness of any assuming party or parties and to deny assumption on the basis of lack of qualifications of the assuming party or parties under Lender's loan underwriting standards; (3) In any and all events, any Lender shall have the right to charge an assumption fee of the greater of \$400.00 or 0.1% (one percent (1.00%) of the then outstanding principal balance of this loan, said assumption fee to be charged to the extent allowed by law.

**27. STAFF ATTORNEYS' FEES.** The term "attorneys' fees" shall include reasonable fees charged by the Lender for the services of attorneys on its staff.

**R. ADDITIONAL, NON-UNIFORM COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further agree as follows:

**24. ADDITIONAL INSURANCE.** In the event that any, either or all of the underinsured Borrowers form and bind company acceptable to the Lender as insurance of similar nature, in an amount, further agree that the Lender may advance any premiums due and payable on such insurance policies; and and add the amounts so advanced in payment of premiums as additional debt secured hereby, with interest at the Note rate.

**Beginning**, I will make my first monthly payment after the initial Change Date; I will pay one full payment as my monthly payment.

(H) I earn as My Unpaid Principal; Increased Monthly Payment  
 My unpaid principal can never exceed a maximum amount equal to one hundred twenty-five percent (125%) of the principal amount I originally borrowed. My unpaid principal could exceed that maximum amount if I pay a limited payment. If so, on the date that my unpaid principal reaches my new monthly payment until the next Change Date. The new monthly payment will be in an amount based upon my unpaid principal plus the unpaid monthly payments from the date of my last payment until the new monthly payment date. The new monthly payment will be in an amount which would be sufficient to repay my unpaid principal in full on the maturity date at my current interest rate in such liability equal payments.

(I) Required Full Payment  
 by Section 4(C) above.

If I choose to pay the Limited Payment, my monthly payment could be less than the amount of the interest portion of the monthly payment I owe at the monthly payment date in full on the maturity date in substantially equal payments. If so, each month that the Limited Payment is less than the monthly payment due on the unpaid principal, the Note Holder will also add interest on the amount of the interest portion of the monthly payment due on the unpaid principal. The Note Holder will also add interest on the amount of the interest portion of the monthly payment due on the unpaid principal each month. The interest rate on the interest added to principal will be the rate required by Section 4(C) above.

(4) Borrower's Right to Limit Monthly Payment unless Section 4 (H) and 4 (I) below will not permit me to do so, I may choose to limit the amount of my new monthly payment following a Change of Date to the amount I have been paying multiplied by the number .075. This amount is called the "Limited Payment" as my monthly payment. I must give the Note holder notice that I am doing so at least 15 days before my first new monthly payment is due.