

# UNOFFICIAL COPY

PREPARED BY AND  
AFTER RECORDING MAIL TO:

GREAT WESTERN MORTGAGE CORPORATION  
101 SOUTH SCHELTER RD  
SUITE B-200  
LINCOLNSHIRE, ILLINOIS 60069-9513

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 AUG 23 PM 1:25

88381985

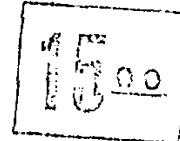
BOX 333-CC

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE

Loan No.: 06051595

THIS MORTGAGE ("Security Instrument") is given on AUGUST 22, 1988  
The mortgagor is JOHN CEBOLERO AND SOPHIA CEBOLERO, HIS WIFE



GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION, which is organized and existing under the laws of DELAWARE, and whose address is 9451 CORBIN AVENUE, NORTHLIDGE, CA 91328 ("Lender").  
Borrower owes Lender the principal sum of NINETY TWO THOUSAND AND 00/100— Dollars (U.S. \$92,000.00). 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 SEPTEMBER 1, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:  
LOT 51 IN FRANK NOWAK'S SUBDIVISION OF BLOCK 26 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4) IN COOK COUNTY, ILLINOIS

PIN # 6-19-231-019

88381985

which has the address of:

3650 8648 NORTH MARSHFIELD  
(Street)

CHICAGO  
(City)

Illinois 60618  
(Zip Code)

("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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101 SOUTH SCHILLER RD, SUITE B-200, LINCOLNSHIRE, ILLINOIS 60069-9513  
(Address)

DIANE DIBNHOFFER  
(Name)

This instrument was prepared by:

Notary Public

.....  
Helen Dibnhofer

My Commission expires: 3/1/27

Given under my hand and official seal, this 22 day of August, 1985  
set forth.

signed and delivered the said instrument as Helen free and voluntary act, for the uses and purposes herein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged the same to have

, personally known to me to be the same person(s) whose name(s)

do hereby certify that Judy C. Babbitt A.J. Babbitt C.B. Babbitt Celia Babbitt K.C. Babbitt  
, a Notary Public in and for said county and state,  
Taylor Woods.

County ss:

Cook

STATE OF ILLINOIS,

—Borrower  
(Seal)

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13 3 98 5  
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Borrower, this Security Instrument shall remain fully effective as if no acceleration had occurred; however, this Security Instrument shall remain in effect until payment in full is made or until 13 of 17.

(8) Pays Lenderer an sums which such would be due under such instruments, such amounts and such time as may be necessary to assure that the sum of this Security instrument, Lender's rights in the Property and Borrower's reasonable payee to receive the same.

Implementation of this Security Instrumented Disconnection Rule at any time prior to the earlier of: (a) 5 days after period is applicable law or (b) entry of judgment for reconnection requirement before date of this Security Instrument.

18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have remedies permitted by this Security Instrument without further notice or demand on Borrower.

Section 30(d) of this Section 503(b)(1)(B) (hereinafter, "this option") shall not be exercisable if, prior to the date of delivery of the notice described in section 30(d), the optionee has sold or otherwise disposed of all or substantially all of the shares of common stock of the company held by the optionee.

which can be given effect without the conflicting provisions. I. O this end the provisions of this Security Instrument are declared to be severable.

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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender. When given as provided for in this paragraph.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by paragrapg 11. mailing it by first class mail unless Borrower designates by notice to Lender. Any notice to Lender shall be given by paragrapg 11.

renders any provision or note of this security instrument ineffective according to its terms, Lender, at his option, may require immediate payment 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 such steps as specified in the second paragraph of

under the Notice 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note. If an amendment or modification of applicable laws has the effect of 13. Legislation Affecting Lenders. If an amendment or modification of applicable laws has the effect of

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), 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

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

that Borrower's interest in the Property under this Security Instrument shall remain during the term of this instrument and until such time as all debts due under this instrument have been paid in full.

11. Successors and Assignees shall bind and severally answer for joint and several liability; Co-Defendants, the co-defendants and defendants of plaintiff's suit shall be joined and severally liable to plaintiff and damages.

shall not be a waiver of preclude the exercise of any right or remedy by the original Borrower or Borrower's successors in interest. Any modification, instrument or release in any respect made by the parties hereto or otherwise shall not affect the rights of the Lender in any respect.

If the property is abandoned by Rotower, or it, after notice by Lender to Rotower that the condominium owner to make an award of certain damages, Rotower 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 necessary to secure its instrument, whether or not then due.

The amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by the fair market value of the property immediately before the taking. Any balance immediately paid to Darrower.

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

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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

Insurance companies may sue Borrower's Agent for damages resulting from the Agent's failure to make timely payment of premiums.

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## ADJUSTABLE RATE RIDER (ARM-G)

Loan No. 06051595

THIS ADJUSTABLE RATE RIDER is made this 22ND DAY OF AUGUST, 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 Promissory Note (the "Note") to GREAT WESTERN MORTGAGE CORPORATION, A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
3650 36A8/NORTH MARSHFIELD, CHICAGO, ILLINOIS 60618

(Property Address)

### THE NOTE CONTAINS PROVISIONS ALLOWING FOR AN ADJUSTABLE INTEREST RATE AND NEGATIVE AMORTIZATION.

To the extent that any scheduled monthly installment due is insufficient to pay all interest required for the period for which payment is being made, the amount of such unpaid interest ("Deferred Interest") shall be added to and become a part of the unpaid principal as of the due date of any such monthly installment, and shall bear interest thereafter as provided in the Note.

### INTEREST RATE AND MONTHLY INSTALLMENT CHANGES

The Note provides for changes in the interest rate and monthly installment as follows:

Initial Interest Rate	8.250%	Maturity Date	09/01/18
Initial Monthly Installment	\$691.17	Commencing on	10/01/88
Installment Due Date	1ST	First Installment Adjustment Date	10/01/89
Rate Differential	2.500%	Minimum Rate*	2.500%
		Maximum Rate*	13.900%

\*Subject to adjustment upon sale or transfer, as provided in Paragraph 2.

#### 1. Definitions

As used in the Note: (a) "Standard" means the monthly weighted average cost of savings, borrowings and advances by the Federal Home Loan Bank of San Francisco ("Bank") to Eleventh District members of the Bank based on statistics tabulated and published by the Bank during the term of the Note, or a successor Standard designated by the Federal Home Loan Bank Board, or if no successor is designated, the Holder may select an alternate comparable Standard to permit interest rate adjustments; (b) "Current Index" shall mean each published update of the Standard; (c) "Rate Differential" shall mean the number of percentage points specified above.

#### 2. Adjustable Interest Rate Terms

The interest rate shall be adjusted effective as of the Installment Due Date of the SEVENTH (7TH) monthly installment of the Note and monthly thereafter as follows: (a) Holder will increase or decrease the interest rate of the Note each month by adding the Rate Differential to the most recently published Current Index, which sum shall be the adjusted interest rate; (b) The first rate change will be effective commencing with the Installment Due Date of the SEVENTH (7TH) monthly installment, and subsequent rate changes will be effective on the Installment Due Date of each monthly installment thereafter. (It is understood that the Current Index is calculated for each calendar month, but publication of the index may be delayed. The Standard will be deemed to have been published once each successive calendar month for purposes of rate adjustments.); (c) Holder may elect to defer all or any part of the rate change that will result in an increase of that rate. No prior notification of interest rate adjustments shall be required.

ALL TERMS AND CONDITIONS CONTINUED ON THE REVERSE SIDE HEREOF  
ARE INCLUDED IN THIS RIDER

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

John Cebollero (Seal) \_\_\_\_\_ (Seal)  
JOHN CEBOLERO Borrower Borrower

Sophia Cebollero (Seal) \_\_\_\_\_ (Seal)  
SOPHIA CEBOLERO Borrower Borrower

(Space Below This Line For Acknowledgement)

