

# UNOFFICIAL COPY

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COOK COUNTY, ILLINOIS

Aug 29 PM 4:03

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\$19.00

(Space Above This Line For Recording Data)

LOAN NO. 011847271

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 24, 1989 . The mortgagor is

WILLIAM R CARLSON AND CAROL M CARLSON, HIS WIFE

("Borrower").

This Security Instrument is given to ST. PAUL FEDERAL BANK FOR SAVINGS, which is organized and existing under the laws of the United States of America, and whose address is 6700 W. North Avenue, Chicago, Illinois 60635 ("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED FIFTY SEVEN THOUSAND, FIVE HUNDRED AND NO /100 Dollars (U.S. 157,500.00). 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, 2015 . 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 8 IN BLOCK 6 IN LA GRANGE A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #18-04-321-020-0000

89405447  
Larson

which has the address of  
("Property Address");

328 S MADISON AVE, LAGRANGE IL 60525

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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RECEIVED  
CARLSON WILLIAM R  
011847271

Box 204 D. 2.9

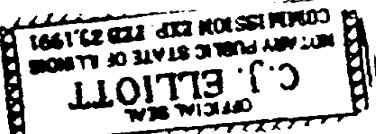
CHICAGO, IL 60635

6700 W NORTH AV

ST PAUL FEDERAL BANK FOR SAVINGS

MICHAEL J. O'CONNOR

This instrument prepared by:



My commission expires: 12/23/91

Given under my hand and official seal, this 24th day of August, 1989

set forth.

signed and delivered the said instrument as **Elliott** — free and voluntary accts. for the uses and purposes herein  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that it is  
personally known to me to be the same person(s) whose name(s) are

do hereby certify that **WILLIAM R CARLSON and CAROL M CARLSON his wife**

a Notary Public in and for said county and state,  
County ss:

State of Illinois, Cook

**CAROL M CARLSON** Borrower  
(Signature)  
**WILLIAM R CARLSON** Borrower  
(Signature)

Instrument and in any ride(s) executed by Borrower and recorded with it  
BY SIGNING BELOW Borrower accepts and agrees to the terms and conditions contained in this Security  
agreements of each such holder shall be incorporated into and shall amend and

supplement to this Security instrument, the covenants and agreements set forth below shall be incorporated together with  
this Security instrument, if one or more riders are executed by Borrower and recorded together with  
23. Riders to this Security instrument, if one or more riders are executed by Borrower and recorded together with  
this Security instrument, the covenants and agreements set forth below shall be incorporated into and shall amend and  
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the property.  
Instrument without charge to Borrower. Borrower shall pay this Security instrument. Lender shall release this Security  
21. Release. Upon payment of all sums secured by this Security instrument. Lender shall release this Security  
costs of management of the property and collection of rents, including, but not limited to, receiver's fees, premiums on  
the property, including those collected by lender or the receiver shall be applied first to payment of the  
appropiated receiver) shall be entitled to notice upon, take possession of and manage the property and to collect the rents of  
prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment  
20. Lender in Possession. Upon acceleration of the property and at any time  
to reasonable attorney fees and costs of title evidence.  
Instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be  
entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited  
date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security  
of a default or any other defense of Borrower to accelerate and foreclose. If the default is not cured or before the  
Borrower of the right to cure the default after acceleration and the right to assert in the foreclosure proceeding the non-existent  
Security instrument, foreclose by judicial proceeding the non-existent  
require to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this  
date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that  
applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a  
of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17 unless  
19. Acceleration: Remedies. Lender shall give notice to Borrower to accelerate as follows:  
NON-UNIFORM COVENANTS. Borrower's breach

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**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 Below; 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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Form 3112 3/85

MULTISTATE ADJUSTABLE RATE RIDER-COST OF FUNDS INDEX-SIMPLY FORM-FREE-[www.llsc.com/instruments](#)

- Change Date or as provided in Section 3 (F) or 3(g) below.
- I will pay the amount of my new monthly payment each month beginning on each Payment Section 3(F) or 3(g) below requires me to pay full payment.
- Each of these dates is called a "Payment Change Date." My monthly payment will also change at any time the first day of APRIL, 1990, and on that day every 12th month thereafter.
- My monthly payment may change as required by Section 3(D) below beginning on the date of my initial monthly payments will be in the amount of U.S. \$ -\$1426.02--.
- (C) Payment Change Dates  
This amount may change.
- (B) Amount of My Initial Monthly Payments  
NORTH AVENUE, CHICAGO, ILLINOIS 60635 or at a different place if required by the Note Holder.
- I will make my monthly payments at ST. PAUL FEDERAL BANK FOR SAVINGS, 6700 W. 1st Street.
- I still owe amounts under the Note. I will pay those amounts in full on that date, which is called the "maturity date."
- My monthly payments will be applied to interest before principal if, on SEPTEMBER 1, 2019,
- paid all of the principal and interest and any other charges described below that I may owe under this Note.
- on OCTOBER 1, 1989. I will make these payments every month until I have paid principal and interest by making payments on the first day of each month beginning
- I will pay principal and interest by making payments every month.
- (A) Time and Place of Payments  
3. PAYMENTS

new interest rate until the next interest Change Date.

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 limit stated in Section 2(C) above, the rounded amount will be my new interest rate.

TWO AND THREE QUARTERS percentage points (2.75%) to

before each interest Rate Changes.

Beginning with the interest Rate Date, the Note Holder will calculate my new interest rate by adding comparable information. The Note Holder will give me notice of its choice.

If the index is no longer available, the Note Holder will choose a new index which is based upon as of the date 15 days before each interest Rate Date is called the "Current Index."

loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent index figure available is the monthly weighted average cost of savings, borrowing, and advances of members of the Federal Home Loan Bank of San Francisco (the "Bank"), as made available by the Bank. The most recent index figure available is the monthly weighted average cost of savings, borrowing, and advances of members of the Federal Home

Beginning with the interest Rate Date, my interest rate will be based on an index. The "Index"

(D) The Index

My interest rate will never be greater than 14.375-%.

(C) Interest Rate Limit

Change Date. The new rate of interest will become effective on each interest Change Date.

and on that day every month thereafter, each day on which my interest rate could change is called an "interest rate change".

The interest rate will pay my change on the first day of MARCH, 1990.

(B) Interest Rate Dates  
described in Section 7(B) of this Note.

The interest rate charged on unpaid principal until the full amount of principal has been paid, interest will be charged on unpaid principal until the rate I will pay both before and after any default charge.

I will pay interest at a yearly rate of 10.375-%. The interest rate I will pay may change.

(A) Interest Rate  
2. INTEREST

The Note provides for an initial interest rate and monthly payments as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

Borrower and Lender further covenant and agree as follows:

Additional Covenants. In addition to the covenants and agreements made in the Security instrument,

MAY BE LIMITED AND THE INTEREST RATE INCREASES ARE LIMITED.

AND THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE

THIS ADJUSTABLE RATE RIDER is made and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security (the "Security Instrument") of the same date underigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ST. PAUL FEDERAL BANK FOR SAVINGS, 6700 W. NORTH AVENUE, CHICAGO, ILLINOIS 60635 (the "Lender") of the same date and covering the property described in the Security instrument and located at:

328 S MADISON AVE, LAGRANGE IL 60525

(Property Address)

DATE August 24, 1989  
LOAN NO. 011847271

(11th District Cost of Funds Index-Payment and Rate Caps)

ADJUSTABLE RATE LOAN RIDER



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ADDENDUM TO ADJUSTABLE RATE LOAN RIDER  
(Fixed Rate Conversion and Assumption Options)

LOAN NO. 011847271  
DATE AUGUST 24, 1989

THIS ADDENDUM TO ADJUSTABLE RATE LOAN RIDER is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Loan Rider (the "Rider") to the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), each dated the same date as this Addendum and given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note with Addendum To Adjustable Rate Note to ST. PAUL FEDERAL BANK FOR SAVINGS (the "Lender") and dated the same date as this Addendum (the "Note"), covering the property described in the Security Instrument and located at:

328 S MADISON AVE, LAGRANGE IL 60525  
(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument and the Rider, Borrower and Lender further covenant and agree as follows:

**A. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate to a fixed interest rate, as follows:

**1. Option to Convert to Fixed Rate**

I have a Conversion Option which I can exercise at any time unless I am in default or this Section A1 or Section A5 below will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by the Note from an adjustable rate to a fixed rate.

The conversion will be effective on the first day of any month when a payment is due provided I have given the notice set forth below. The date on which the conversion will be effective is called the "Conversion Date".

If I want to exercise the Conversion Option, I must first meet certain conditions. Those conditions are that: (a) I must give the Note Holder notice that I am doing so at least 15 days before the Conversion Date; (b) on the Conversion Date, I am not in default under the Note or the Security Instrument; (c) by the Conversion Date I must pay the Note Holder a conversion fee equal to ~~—two percent (2.000 %)~~ of the unpaid principal I am expected to owe on that Conversion Date plus U.S. ~~—two-hundred and fifty dollars—~~; (d) by the Conversion Date, if an appraisal report is required by Section A3 below, the Note Holder has received the report and I have paid the appraisal fee and any amount necessary to reduce unpaid principal; and (e) I must sign and give the Note Holder any documents the Note Holder may require to effect the conversion.

**2. Calculation of Fixed Rate**

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year, fixed rate mortgages covered by 60-day mandatory delivery commitments in effect as of the date 15 days before the Conversion Date, plus ~~— (SEE BELOW \*) —~~ At no time shall the interest rate at conversion be

~~above —13.875 %— per annum. If this required net yield is not available, the Note Holder will determine my interest rate by using a comparable figure.~~

**3. Reduction of Principal Balance Before Conversion; Appraisal**

If the unpaid principal I am expected to owe on the Conversion Date is greater than the original principal amount of my loan, the Note Holder may require an appraisal report on the value of the property described in the Security Instrument. The appraisal report must be prepared by a qualified appraiser chosen by the Note Holder. I will pay the Note Holder a reasonable fee for this appraisal report.

If the unpaid principal I am expected to owe on the Conversion Date is an amount greater than 80% of the appraisal report's stated value of the property securing my loan, I cannot exercise the Conversion Option unless I pay the Note Holder an amount sufficient to reduce my unpaid principal to an amount equal to 80% of the stated value of the property.

**4. Determination of New Payment Amount**

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full by the final payment date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the final payment date.

\* ADD APPROPRIATE PERCENTAGE BASED ON LOAN BALANCE AT TIME OF CONVERSION:

2427 NOV 88

Add 0.375 % . . . . . for loan balances to \$ 187600.00  
0.625 % . . . . . from \$ 187600.01 to \$ 250000.00  
0.875 % . . . . . from \$ 250000.01 and above.

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## B. ASSUMPTION OPTION

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 also shall not exercise this option if: (a) 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 Addendum To Adjustable Rate Loan Rider.

*William R Carlson*  
WILLIAM R CARLSON  
(Seal)  
Borrower

*Carol M. Carlson*  
CAROL M CARLSON  
(Seal)  
Borrower

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## LOAN RIDER

LOAN NO 011847271  
DATE AUGUST 24, 1989

THIS RIDER is incorporated into a certain Security Instrument dated of even date herewith given by the undersigned (the "Borrower") to St. Paul Federal Bank For Savings (the "Lender") to secure a mortgage indebtedness; said Security Instrument encumbers real property commonly described as:

328 S MADISON AVE, LAGRANGE IL 60525

(PROPERTY ADDRESS)

- 1.) Borrower and Lender agree that notwithstanding anything contained in Uniform Covenant 21 of the Security Instrument, Lender is hereby authorized to charge a reasonable fee for the preparation and delivery of a release deed.
- 2.) Borrower and Lender agree that if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buy all or some of the Lender's rights under the Security Instrument, this Rider will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER

William R. Carlson  
WILLIAM R. CARLSON Borrower

Carol M. Carlson  
CAROL M. CARLSON Borrower

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