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00123 # ID #-89-423529
COOK COUNTY RECORDER

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MORTGAGE

89-423529

THIS MORTGAGE ("Security Instrument") is given on August 31, 1989. The mortgagor is Strailo Gligorovic, a bachelor _____ ("Borrower"). This Security Instrument is given to Bank of Ravenswood _____, which is organized and existing under the laws of Illinois _____, and whose address is 1825 W. Lawrence Ave., Chicago, Illinois 60640 _____. Borrower owes Lender the principal sum of One Hundred Ninety Two and 00/100 Dollars (U.S. \$ 192,000.00). 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, 2004. 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 38 in block 5 in Oliver Salinger and Company's Second Kimball Boulevard Addition to North Edgewater, a Subdivision South of the Indian Boundary Line, in the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

REC'D COOK COUNTY CLERK'S OFFICE

Tax I.D. #13-02-127-001

which has the address of 3625 N. Glenlake Chicago
[Street] [City]
Illinois 60659 ("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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1825 N. LaSalle Street, Chicago, IL 60640
(Address)

Debtors, Securit/Bank of Brynwood
(Name)

This instrument was prepared by:

My Commission expires:

Given under my hand and seal, this

set forth.

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

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

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

Alma *Stewart* *Administrator of Estate of a Scholar*

a Notary Public in and for said county and state.

do hereby certify that

STATE OF ILLINOIS.

—Seal—

(Seal)

—Seal—

(Seal)

—Seal—

(Seal)

Alma Stewart

(Seal)

Instrument and in any rider(s) executed by Borrower and recorded with it.

By SIGNING BELOW, Borrower accepts to the terms and conditions contained in this Security

Other(s) [specify]

Graduated Home Rider



Planned Unit Development Rider



24 Family Rider

Adjustable Rate Rider



Condominium Rider



24 Family Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider



Secular Adjustable Rate Rider

Instrument which contains and agreements of each such under shall be incorporated into and shall amend and

this Security instrument, if one or more riders are executed by Borrower and recorded together with

23. Rider to this Security instrument if one or more riders are recorded by Borrower and recorded together with

22. Writer of Homestead, Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower, Borrower shall pay any recording costs.

21. Release. Upon payment of all sums accrued by this Security instrument, Lender shall release this Security

recorder's bonds and reasonable attorney fees, and then to the sums secured by this Security instrument.

costs of management of the Property and reasonable attorney fees, and then to the sums secured by this Security instrument.

the Property including those past due, any rents collected by Lender or the receiver shall be applied first to pay rent of the

appomited receiver shall be entitled to center 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 judge) shall

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time

but not limited to, reasonable attorney fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including,

this Security instrument further at its option may exercise immediate payment in full of all sums secured by

before the date specified in the notice. Lender at its option may require immediate payment of all or

extenence of a default or any other deficiency of Borrower to accelerate and the right to assert in the receivership proceeding the non-

inform Borrower of the right to remanage after acceleration and sale of the Property. The notice shall further

secured by this Security instrument, foreclosure by judicial proceeding and sale of the notice may result in acceleration of the sums

and (d) later failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

and (e) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;

unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the

breach of any covenant in this Security instrument (but not notice to accelerate or prepay paragraphs 13 and 17

NON-UNIFORM COVENANTS. Lender shall give notice to accelerate following Borrower's

acceleration; Lender further covenant and agree as follows:

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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 Board; 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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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this security interest, and such amounts shall bear interest at the rate of 12% per annum.

7. Borrower's rights in the security instruments contained in his Deed of Trust may signifiably affect conveyments and agreements concerning his security instruments, or where it is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy), probable for condemnation or to enforce laws or regulations). Then Lender may do and pay for whatever is necessary to protect the property and Lender's rights in the property (such as a proceeding in bankruptcy), probable for condemnation or to enforce laws or regulations). Lender's actions may include paying any sums accrued by a lien which has priority over this security instrument, applying in court, and recovering reasonable attorney fees and costs incurred in the protection of the property. Lender's actions may include paying any sums accrued by a lien which has priority over this security instrument, applying in court, and recovering reasonable attorney fees and costs incurred in the protection of the property.

Instrument immediately prior to the acquisition. 6. Preferential and Alimentary of Property: Lesseholds. Borrower shall not destroy, damage or subdivide
changes the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold and
borrower shall comply with the provisions of the lease, and if Borrower acquires title to the Property, the lessor had and

When the notice is given, unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If positive payments under the agreement prior to the acquisition shall pass to the extent of the sums received by Lender, Borrower's right to any insurance policies and/or credit resulting from damage to the property prior to the acquisition shall pass to the extent of the sums received by Lender.

All insurance policies and renewals shall be acceptable to Landlord. No renewal or extension of any lease or tenancy shall be granted by Landlord unless he holds the policies and renewals in full force and effect. Landlord shall have the right to hold the policies and renewals in his office. If Landlord receives notice to Landlord from Borrows or Borrower's agent that there has been a material change in the terms of the insurance coverage, Landlord may require Borrows or Borrower's agent to furnish a copy of the new policy or policies and to pay all premiums and renewals due under the new policy or policies. Landlord may require Borrows or Borrower's agent to furnish a copy of the new policy or policies and to pay all premiums and renewals due under the new policy or policies. Landlord may require Borrows or Borrower's agent to furnish a copy of the new policy or policies and to pay all premiums and renewals due under the new policy or policies.

5. Hazard Insurance. Borrower shall keep the insurance premiums now existing or hereafter created on the Property insurance carriar's provided by Lender.

Borrower shall promptly discharge all debts, expenses and obligations now or hereafter existing in respect of the property, and shall pay over to Lender all moneys received by him in respect of such property, and shall not retain any part of such moneys, except as may be necessary to pay taxes, insurance premiums, and other expenses of the property, and shall not apply any part of such moneys to the payment of any debts, expenses or obligations of his own.

4. Changes: Lenses, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the property which may arise from this Security instrument, and leasehold payments of ground rents, if any, to be paid under this paragraph. If Lender receives payment of amounts due under this paragraph, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Lender receives payment of amounts due under this paragraph, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

3. Applications Unless applicable law permits, all payments made under Paragraph 2, notwithstanding any provision otherwise, shall be paid in full by the due date specified in the Note, to interests due and last, to principal due.

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, any Funds held by Lender shall remain in the possession of Lender for its acquisition of the Property or its sale to a third party. Any Funds held by Lender shall be used to pay the amounts set forth in Paragraph 19.

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.

If the amounts of the Funds held by Lender, together with the future monthly payments of Funds payable prior to this Secured instrument.

1. The Funds shall be held in trust upon the deposit of accounts of subscribers of bonds or notes of state agencies, including Lender, or such an institution. Lender shall apply the Funds to pay the costs of items, unless Lender may hold the holding and applying the account of remitting the escrow items.

one-twelfth of (a) yearly taxes and assessments which may attain priority over this Security instrument; (b) yearly leasehold payments of ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "Security items." Landlord may estimate the Funds due on the basis of current data and reasonable estimates of future cash flows by a method of extrapolation of historical data and assessments of which are included in the Security items.

1. Payment of principal and interest on the debt evidences repayment of principal and interest; repayment of principal and interest due charges. Borrower shall pay fees, premiums, and other charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to written waiver by Lender, Borrower shall pay taxes and insurance premiums and late charges due under the Note.

3. Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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ADJUSTABLE RATE RIDER
(1 Year Treasury Index Rate Rider)

THIS ADJUSTABLE RATE RIDER is made this 31st day of August 1989, 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 Bank of Ravenswood (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3625 N. Glenlake, Chicago, Illinois 60659

[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 10.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of September 1990, and on that day every 12th 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 "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 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 three point two five percentage points (+ 3.25%) 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 payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.625% or less than 10.625%. 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 14.625%.

(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 question 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 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.

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Property of Cook County Clerk's Office
8913529

Rider
Borrower
(Seal) -----

Tax I.D. #3-02-127-001

Rider
Borrower
(Seal) -----

Rider
Borrower
(Seal) -----

Rider
Borrower
Stratlo Gilgostovic
O'Sullivan Michael C.

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate

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 no 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 rather than

Lender and that obligates the transferor to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases

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 transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferor to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under this Note and this Security Instrument unless Lender releases