

89424514

## UNOFFICIAL COPY

LOAN # 02733780

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 SEP 11 AM 10:54

89424514

Mail To:

BOX 112  
BELL FEDERAL SAVINGS AND LOAN  
5555 WEST 95th STREET  
OAK LAWN, IL 60453

[Space Above This Line For Recording Data]

## MORTGAGE

\$16.00

THIS MORTGAGE ("Security Instrument") is given on ....AUGUST..17.....  
 19...89.. The mortgagor is ....RICHARD..L....CAMPBELL..AND..CAROL..A....CAMPBELL..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 ....EIGHT THOUSAND FIVE HUNDRED AND 00/100.....  
 Dollars (U.S. \$.....8.500.00.....). 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 .....09-01-2019..... 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:

THE SOUTH 1/2 OF THE EAST 1/2 OF THAT PART OF LOT 4 IN BLOCK 1 LYING NORTH OF THE  
 SOUTH 0.80 FEET OF SAID LOT, AND EAST OF A LINE 33 FEET EAST OF AND PARALLEL TO  
 THE WEST LINE OF SAID LOT IN ARTHUR T. MCINTOSH AND COMPANY'S SECOND ADDITION TO  
 RIVERVIEW BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE  
 NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS A JUNIOR MORTGAGE

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PERMANENT TAX I.D. NUMBER 09-28-117-076 VOLUME: 94

which has the address of .....	1864 S. MAPLE ST.....	[Street]	DES PLAINES.....	[City]
Illinois .....	60018.....	(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 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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This instrument was prepared by ANITA HORNBOOK, W. NOV. 24, 1987, IL 60603  
44771

Notary Public

(Seal)

1989

11/37

day of

Witness my hand and official seal this

(he, she, they)

executed said instrument for the purposes and uses herein set forth.

(his, her, their)

have executed same, and acknowledge said instrument to be **THEIR** free and voluntary instrument, 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, RICHARD L. CAMBRELL AND CAROL A. CAMBRELL, HIS WIFE, personally appeared before me and certify that I, ANITA W. HORNBOOK, a Notary Public in and for said county and state, do hereby certify that

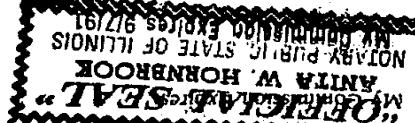
COUNTY OF COOK, SS:

STATE OF ILLINOIS

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Instrument and in any rider(s) executed by Borrower and recorded with it.  
By SIGNING BELOW, Borrower accepts to the terms and covenants contained in this Security  
Instrument. If one or more riders are executed by Borrower and recorded together with  
this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and  
supplement this Security Instrument. If none of the above riders are recorded together with this Security  
Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. [Check applicable box(es)]  
CAROL A. CAMBRELL  
Borrower  
(Seal)  
RICHARD L. CAMBRELL  
Borrower  
(Seal)

Instrument without charge to Borrower. Borrower shall pay all recording costs.  
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security  
instrument of recordable attorney's fees, and then to the sum secured by this Security instrument.  
receiving bonds and costs of managing those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
costs of managing those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the  
prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially  
appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of  
20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the property and at any time  
but not limited to, reasonable attorney's fees and costs of title evidence.  
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph,  
before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by  
this Security instrument without further demand and may foreclose this Security instrument in accordance with  
existing law or by judicial proceeding. If the default is not cured on or  
before the date specified in the notice, Lender after notice to Borrower to accelerate and foreclose, if necessary, to remit  
securities or other acceleration and the right to assert in the foreclosure proceeding the non-  
performance Borrower of the right to cure the deficiency, Lender shall be entitled to receive payment of the sums  
secured by this Security instrument, for acceleration and sale of the property. The notice shall further  
specify that failure to cure the deficiency, Lender shall be entitled to the date specified in the notice may result in acceleration of the sums  
and (d) that failure to cure the deficiency, Lender shall be entitled to the date specified in the notice may result in acceleration of the sums  
defaulter; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the defaulter must be cured;  
unless applicable law provides otherwise. The notice shall specify: (a) the defaulter; (b) the action required to cure the  
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17  
unless applicable law provides otherwise). The notice shall specify: (a) the defaulter; (b) the action required to cure the  
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:



# UNOFFICIAL COPY

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 improvement, 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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18. Borrower's Right to Remonstrate. 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 remonstrance; or (b) entry of a judgment enjoining this Security Instrument before sale of the Property pursuant to any power of sale contained in this agreement or instrument; or (c) entry of a judgment purposing to enjoin this Security Instrument from being sold under the laws of the state in which it was created.

If Lennder exercises this option, Lennder 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, Lennder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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) to a natural person without the consent of the Securitry Instrument, Hender may, at its option, require immediate payment in full of all sums secured by this Securitry Instrument. Hender may, at its option, exercise any right or power under this general law as of the date of this Securitry Instrument.

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 of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note and the Note will be given effect without the conflicting provision.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

14. Notices. Any notice to Borrower provided for in this Security Lien, unless mail shall be delivered in or by mailing it by first class mail unless applicable law requires use of another method, shall be deemed to have been given to Borrower when given as provided for in this paragraph.

13. **Legislative Affection** Lenders' Rights. If bankruptcy or reorganization 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 this option.

The Borrower and Lender agree in writing, in the event of a partial prepayment, to reduce the principal sum of the Note by the amount of such prepayment, and to increase the principal sum of the Note by the amount of any excess principal paid by the Borrower.

assigned and shall be paid to Lender.

8. Inspection. Lennder or its agents may make reasonable entries upon and inspections of the property. Lennder is entitled to inspect the premises in accordance with Board's and Lennder's written agreement or applicable law.

If Lender required mortgagor to insure a condition of making the loan secured by this Security Instrument

# UNOFFICIAL COPY

Loan No. 02733780

## EQUITY LOAN MORTGAGE RIDER

(Adjustable Rate and Payment)  
(Revolving Line of Credit)

THIS IS A JUNIOR MORTGAGE RIDER  
THIS EQUITY LOAN MORTGAGE RIDER is made this 17TH day of AUGUST,  
1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of  
the same date given by the undersigned (the "Borrower") to secure Borrower's Equity Loan Note to BELL FEDERAL  
SAVINGS AND LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in  
the Security Instrument and located at:

1864 S. MAPLE ST., DES PLAINES, IL 60018

(PROPERTY ADDRESS)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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, MONTHLY PAYMENT CHANGES AND BILLING NOTICES

Section 2.a., 3., 4. and part of 5. of the Equity Note provides for changes in the interest rate, the monthly payments, billing notices, and a revolving line of credit, as follows:

### 2. INTEREST

#### a. Interest Rate

The interest rate may change monthly. Interest rate changes may occur on the first day of any billing cycle beginning on 10-01-1989 and on the first day of every billing cycle thereafter. Billing cycles shall begin on the first day of each month.

##### 1) The Index

Interest rate changes will be based on an interest rate index which will be called the "Index." The "Index" is the Prime Rate, the base rate on corporate loans at large U.S. money center commercial banks as published in the Money Rates section of the Midwest Edition of the Wall Street Journal on the last day the Journal is published each month. If more than one Prime Rate is listed on that day, the Index in effect for your Equity Loan will be an average of the Prime Rates listed.

If the Index ceases to be made available the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of its choice.

##### 2) Setting the Interest Rate

The Note Holder shall calculate the per annum interest rate for any given billing cycle by adding two percentage points (2%) to the Index as published on the last day the Journal is published the previous month. However, the interest rate on this loan will never exceed 16.000 percent per annum.

### 3. PAYMENTS

Monthly payments of principal and interest shall be due on the first day of each month beginning the first of the month following the first advance under this Note. The monthly payment shall be sufficient to repay in full the principal and accrued interest of my Note in substantially equal payments by the Maturity Date at the interest rate effective for the billing cycle immediately prior to the payment and rounded up to the next dollar. Except for the last payment, IN NO EVENT SHALL ANY PAYMENT BE LESS THAN \$100. Advances under this Note will increase the payment and prepayments will reduce the payment unless offset by changes in the interest rate. The interest rate on this Note may change from time to time. An increase in the interest rate will result in an increased payment and a decrease in the interest rate will result in a decreased payment unless offset by prepayments or advances. Prepayment in whole or in part shall be permitted without penalty or fee, but prepayment shall not excuse my subsequent failure to pay principal or interest as it becomes due.

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CAROL A. CAMPBELL  
[Seal]

RICHARD L. CAMPBELL  
[Seal]

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this Equity Loan Mortgage  
executed and without regard to whether or not there is any interest outstanding at the time any advance is made.  
Execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is  
made pursuant to the Equity Note to the same future advances made on the date of the  
31. LINE OF MORTGAGE. The line of this Mortgage is executed in its same form as was made on the date of the  
made, purSUANT to the Equity Note to the same future advances made on the date of the  
30. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Mortgage to the contrary, if all or any part of the  
Borrower is not a natural person) the Line of Credit will be terminated, Termination of the Line of Credit pursuant to this  
Property or any interest in it is sold or transferred, or if a beneficial interest in Borrower is sold or transferred and  
Borrower ceases to be eligible to lend under its salary, future advances under the Line of Credit may be made.

Rider  
Paragraph will not affect or negate any of Lenders other rights and remedies under Paragraph 17 of the Mortgage.

30. ASSUMPTION. Notwithstanding anything in Paragraph 17 of the Mortgage to the contrary, if all or any part of the  
Borrower is not a natural person) the Line of Credit will be terminated, Termination of the Line of Credit pursuant to this  
Property or any interest in it is sold or transferred, or if a beneficial interest in Borrower is sold or transferred and  
Borrower ceases to be eligible to lend under its salary, future advances under the Line of Credit may be made.

of this loan, Lender will notify Borrower in writing, pursuant to Paragraphs 13, 17 and 19 of the Mortgage, of acceleration  
29. DEFAULT. In the event of any default under the terms of the Mortgage, the Equity Loan Mortgage Rider or the Equity  
services of attorney's on, its staff.

28. STAFF ATTORNEYS. FEE. The term "attorneys' fees" shall include reasonable fees charged by the Lender for the  
repaid, the Borrower will begin working escrow payments in accordance with this mortgage.

27. DEFERRAL OF TAX AND INSURANCE ESCROWS. This mortgage provides for payments to be made for tax and  
insurance escrows. As long as the mortgage referred to in Paragraph 26 is outstanding and all taxes and insurance  
premiums are paid the escrow, provisions in this mortgage will not be enforced. However, should said previous mortgage  
be repaid, the escrow, provisions in this mortgage will be enforced.

26. PRIOl, CREDIT AGREEMENT. The Borrower's affidavit that the amount of credit and payee under a note secured by a mortgage  
in the second paragraph of Paragraph 17.

in the Recorder's Office of Cook County, Illinois, Document No. 23975758

original sum of \$45,500.00

25. RELEASE FEE. Notwithstanding Paragraph 21 of the Security Instrument to the contrary, this Security Instrument  
shall be released upon cancellation of the line of credit and payment to the Lender of the indebtedness secured hereby  
in full. Pursuant to the terms hereof and the payment of its reasonable release fee.

24. ADDITIONAL INSURANCE. In the event that any, either or all of the undersigned Borrowers shall elect to secure life  
or disability insurance or both, or insurance of similar nature, in amounts, form and company acceptable to the Lender  
as additional security for the independent liability secured, the Borrowers agree that the Lender may advance any premium due  
such insurance policies, and add the amount so advanced to the payment of premiums as additional debt secured hereby, with  
such insurance policies, and add the amount so advanced to the payment of premiums as additional debt secured hereby, with  
interest at the Note rate.

23. ADDITIONAL NON-UNIFORM COVENANTS

The principal of this loan represents a revolving line of credit available to me. . . . In no event shall voluntary advances  
be made after the twenty-first anniversary of the original Note.

4. BILLING NOTICES

Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding  
principal balance carried forward from the last billing date, the charge date, new balance, available balance and any other items the  
Note Holder may choose to disclose.

5. WHEN PRINCIPAL RECEIVED

The principal balance carried forward from the last billing date, the amount of interest added at the end of the billing cycle, the principal or  
payments(s) since the last billing date and the last billing date, late charge date, new balance, available balance and any other items the  
Note Holder may choose to disclose.

Each month that there is an outstanding principal balance I will receive a billing which will show the outstanding  
principal balance carried forward from the last billing date, the charge date, new balance, available balance and any other items the  
Note Holder may choose to disclose.