

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

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[Space Above This Line For Recording Data]

#2148-13-02

## MORTGAGE

\$17.00

THIS MORTGAGE ("Security Instrument") is given on ..... DECEMBER, 11TH, ..... 19...89. The mortgagor is ..EARL..R...WILLIAMS & MARYLE..H..WILLIAMS.....(HIS..WIFE).....(J)..... ("Borrower"). This Security Instrument is given to SUMMIT..FIRST..... FEDERAL SAVING & LOAN ASSOCIATION....., which is organized and existing under the laws of .....UNITED STATES....., and whose address is ..... 7467..WEST..63RD...STREET.....SUMMIT..IL..60501..... ("Lender"). Borrower owes Lender the principal sum of ..TWELVE..THOUSAND..AND..00/1.00..... Dollars (U.S.\$12,000.00.....). 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 ....JANUARY..1ST.....1993..... 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 19 AND THE WEST 19 FEET OF LOT 20 IN BLOCK 1 IN A.O. TYLER'S ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

SUBJECT TO: ZONING AND BUILDING LAWS AND ORDINANCES; COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF RECORD; TAXES FOR 1970 AND SUBSEQUENT YEARS.

P.I.N. 25-21-414-026

89607223

which has the address of ..... 350..WEST..118TH..STREET....., CHICAGO.....  
(Street) ..... (City)  
Illinois ..... 60628..... ("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.

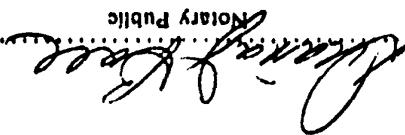
THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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Notary Public



WY COMMUNION BIBLES 01/00/98  
NORTHERN PUBLIC SCHOOLS DISTRICT

## My Communication experiences:

### **(Per son(s) Acknowledging)**

The foregoing instrument was acknowledged before me this December, 1949.

COUNTY OF COOK  
STATE OF ILLINOIS

|  |  |
|--|--|
| RECORD AND RETURN TO:                      |  |
| SUMMIT FIRST FEDERAL SAVINGS & LOAN        |  |
| 7447 WEST 63RD, STREET                     |  |
| SUMMIT, IL, 60501                          |  |
| (Please Show This Line for Acknowledgment) |  |
| EARL R. WILLIAMS                           |  |
| EARL R. WILLIAMS                           |  |
| MURKIE H. WILLIAMS                         |  |
| (Seal)                                     |  |
| -Borrower                                  |  |
| -Borrower                                  |  |
| (Seal)                                     |  |

By SIGNING BELOW, BERTONER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY RIDEA(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

- |  |   |
|--|---|
| <p>19. Accelerations: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's application of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 and Paragraph 18); (a) the notice shall specify; (b) the action required to cure the default is given from 30 days to Borrower, by which time acceleration must be completed as of a date, not later than 30 days from the date the notice is given to Borrower.</p> <p>20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and in any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judgment, receiver or otherwise) shall be entitled to any other remedy provided in this Paragraph 19, including:</p> <ul style="list-style-type: none"> <li>• 21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower.</li> <li>• 22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.</li> <li>• 23. Right to Sale. If one or more of each such rider shall be incorporated into and shall remain and be security for more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be part of this Rider(s) were a part of this Security Instrument, [check applicable box(es)].</li> </ul> | <p>NON-UNIFORM COVENANTS. Borrower and Lender further agree as follows:</p> <ul style="list-style-type: none"> <li>• 24. Family Rider.</li> <li>• Cognovitum Rider.</li> <li>• Planned Unit Development Rider.</li> <li>• Graduated Payment Rider.</li> <li>• Adjusted Rate Rider.</li> </ul> |
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UNIFORM COVENANT - Borrower and Lender can add or delete sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13.

**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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If Leender exercises his option, Leender shall deliver notice of acceptance of this option to the Borrower within 30 days from the date the notice is delivered or mailed without further notice or demand on Borrower.

17. Transfer of the Proprietary or a Beneficial Interest in Software. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Software is sold or transferred) to a natural person, without prior written consent, Lender may, at its option, require immediate payment in full of all sums received 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.

Note may be applicable law, such conflicts shall not affect other provisions of this Security instrument or the Note unless declared to be enforceable.

16. Borrower shall be given one copy of the Note and of this Security instrument.

provided for in this Security Instrument shall be deemed to have been given to each owner of record within six months of the date of this paragraph.

14. Notice. Any notice to Borrower provided for in this Security Lien will be given by delivery in or by mailing it by first class mail or any other method law requires use of another address.

13. **Aggregation**: Aggregating (Lenders' Rights). The aggregation of applications of a security instrument may render it unusable for other purposes.

12. **Loan Charges.** If the loan received by the security instruments 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 necessarly to reduce the charge to the permitted limit; and (b) any such loan charge already collected from the borrower, lender or any other person by the creditor under the note will be reduced by the amount of the permitted limit.

11. Successors and Assigns: Joint and Several Liability; Co-Signers. The convenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 7. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to Lender and Borrower, severally, in the amounts of their respective obligations, notwithstanding any agreement to the contrary.

shall not be a waiver of or preclude the exercise of any right or remedy by the original holder or to recover such damages in respect. Any obligation by Lender in exercising any right or remedy

Unless, as under and Borrower otherwise agrees 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.

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condominium offers to make an award for actual damages, Borrower will collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the payment of the amount due.

before the tasking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to [REDACTED].

In the event of a total taking of the Property, the proceeds shall be applied to the sum accrued 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, the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sum accrued by Borrower and Lender otherwise agree in writing, the sum accrued by this Security instrument, which amount shall be reduced by the amount of the proceeds multiplied by the following fraction:

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 [ ]

insufficient evidence to demonstrate a violation of the Borrower's warranties, lender may make reasonable efforts to correct the deficiency.

If I understand correctly, you are referring to a condition of marketing that limits access to the security instruments.

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## ADJUSTABLE RATE RIDER (EXEMPT FROM INDEX—Rate Caps)

#2148-13-02

THIS ADJUSTABLE RATE RIDER is made this 11TH day of DECEMBER, 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 SUMMIT FIRST FEDERAL SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

350 WEST 118TH STREET, CHICAGO, IL, 60644.  
(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 18.5%. The Note provides for changes in the interest rate and the monthly payments, as follows: (8 OVER PRIME)

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of FEBRUARY, 1991, 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 Wall Street Journal Prime Rate~~ \*\*SEE BELOW\*\*. 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 EIGHT percentage points (8%) 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 20.5% or less than 18.5%. 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 24.5% NOR LOWER THAN 18.5%.

**(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.

\*\* THE PRIME RATE OF INTEREST PUBLISHED IN THE MONEY RATE SECTION OF THE WALL STREET JOURNAL EACH BUSINESS DAY. IF MORE THAN ONE PRIME RATE IS LISTED ON ANY DAY, THE INTEREST RATE INDEX WILL BE THE AVERAGE OF THE PRIME RATES LISTED.

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Property of Cook County Clerk's Office  
89607223

MURKIN H. WILLIAMS, HIS WIFE  
BOSTON  
(Seal)

EARL R. WILLIAMS.....  
Borrower  
(Seal) Earl R. Williams

**BY SIGNING BELOW, BORROWER 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. If 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.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to lend its money or equipment. Borrower will continue to be obligated under the Note and this Security Instrument until a final payment is made in full.