

UNOFFICIAL COPY

Prepared by: Tommy Labonne, 1305 Main St., Stevens Point, WI 54481

Notary Public

JUDY DEB BOSTER, Notary Public
Tarrant County, State of Illinois
My Commission Expires March 21st, 1999

My Commission expires:

Given under my hand and official seal, this 22nd day of NOVEMBER, 19 88

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

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

do hereby certify that Brian K. Pytel and Renee S. Pytel

, a Notary Public in and for said county and state,

I, the undersigned

STATE OF ILLINOIS, DuPage County ss:

(Space Below This Line For Acknowledgment)

(Seal)
Borrower

(Seal)
Borrower

BRIAN K PYTEL

(Seal)
Borrower

RENEE S PYTEL

(Seal)
Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders(s) executed by Borrower and recorded with it.

Other(s) [specify]

Graduated Payment Rider

Planned Unit Development Rider

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

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 of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument. (Check applicable box(es))
22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 default; (b) the action required to cure the default; (c) a 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of any other defense of Borrower to acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 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 to, reasonable attorneys' fees and costs of title evidence.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 and manage the Property and to collect the rents 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 management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

NON-UNIFORM COVENANTS, Borrower and Lender further agree as follows:

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15985065

88542137

UNOFFICIAL COPY

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

885 12437

89053857

RETURN TO: FIRST FINANCIAL SAVINGS ASSOCIATION
1305 MAIN STREET
STEVENS POINT, WISCONSIN 54481
ATTN: RECORDS DEPARTMENT



DEPT-01 \$16.25
TR#1111 TRAN 4403 11/23/88 15:05:00
#1997 # A * -88-542437
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

APPL# 80824625
ML# 2910054020

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ~~NOVEMBER 2003~~ ^{22nd} NOVEMBER 2003. The mortgagor is BRIAN K PYTZ, and RENEE S PYTZ, HUSBAND AND WIFE.

("Borrower") This Security Instrument is given to FIRST FINANCIAL SAVINGS ASSOCIATION

which is organized and existing under the laws of THE STATE OF WISCONSIN, and whose address is 1305 MAIN ST, STEVENS POINT, WISCONSIN 54481 ("Lender")

Borrower owes Lender the principal sum of EIGHTY FOUR THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 84,500.00

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 DECEMBER 1ST, 2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois

LOT 12 IN BLOCK 4 IN OAK RIDGE TRAIL UNIT TWO, BEING A SUBDIVISION OF PARTS OF THE SOUTHWEST 1/4 OF SECTION 27 AND THE NORTHWEST 1/4 OF SECTION 27, BOTH IN TOWNSHIP 41 NORTH, RANGE 5, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1988 AS DOCUMENT NO. 88-2440, AND THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTHWEST ALONG THE WESTERLY LINE OF SAID LOT 12, AT RIGHT ANGLES TO THE DESCRIBED LINE, A DISTANCE OF 71.65 FEET; THENCE NORTHEAST BY A LINE THAT FORMS A DEFLECTION ANGLE TO THE LEFT OF 101 DEGREES 52 MINUTES 24 SECONDS WITH THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 129.24 FEET TO A POINT ON THE EASTERN LINE OF SAID LOT 12; THENCE NORTHERLY ALONG SAID EASTERN LOT LINE, A DISTANCE OF 370 FEET, AN ARC-DISTANCE OF 45.55 FEET TO THE BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN #06-27-101-001

which has the address of 1030 OAKRIDGE DR, STREANROOD

Illinois 60107 ("Property Address")

885 12437

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.

292
FIRST AMERICAN TITLE INSURANCE # CR-26271

885 12437

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Handwritten signature or initials.

UNOFFICIAL COPY

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."

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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.

which has the address of 1030 OAKRIDGE DR
 Street) STREAMWOOD
 Illinois 60107 (Zip Code)
 ("Property Address"): 88542437

PIN #06-27-101-001

Property of Cook County Clerk's Office

FIRST AMERICAN TITLE INSURANCE # CR-26271 292

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MORTGAGE
 [Space Above This Line For Recording Data] APPI# 80824625 MI# 2910054020

RETURN TO: FIRST FINANCIAL SAVINGS ASSOCIATION
 1305 MAIN STREET
 STEVENS POINT, WISCONSIN 54481
 ATTN: RECORDS DEPARTMENT

DEPT-01
 11/11/88 TRAN 4903 11/23/88 15:05:00
 #4997 # A * 88-542437
 COOK COUNTY RECORDER

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

88542437 89053857

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89053857

88542437

Date: 11/11/88

UNOFFICIAL COPY

NON-UNIFORM COVENANTS, Borrower and Lender further covenants and agrees as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 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 default; (b) the action required to cure the default; (c) a 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 failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or 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 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 to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time 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 the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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 of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Brian K. Pytel (Seal)
 BRIAN K. PYTEL (Borrower)
Renee S. Pytel (Seal)
 RENEE S. PYTEL (Borrower)
 _____ (Seal)
 _____ (Borrower)

[Space Below This Line For Acknowledgment]

STATE OF ILLINOIS, DuPage County ss:

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Brian K. Pytel and Renee S. Pytel

, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of November, 19 88

My Commission expires:

JUDY DEN BESTEN, Notary Public
 DuPage County, State of Illinois
 My Commission Expires March 21st, 1989
Judy Den Besten
 Notary Public

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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 Adjustable Rate Rider.

Brian K. Pytel (Seal)
BRIAN K PYTEL -Borrower

Renee S. Pytel (Seal)
RENEE S PYTEL -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower
(Sign Original Only)

Property of Cook County Clerk's Office

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SEP-01 \$16.25
TWA 111 TRAN 2783 02/03/09 12:28:00
#1355 A #07-053857
COOK COUNTY RECORDER

16 Mar

APPL# 182-80824625
M# 2910054020

ADJUSTABLE RATE RIDER

(3 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of NOVEMBER, 19 88, 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 FIRST FINANCIAL SAVINGS ASSOCIATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 1030 OAKRIDGE DR STRAWWOOD, ILLINOIS 60107

(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 9.400%. The Note provides for changes in the interest rate and the monthly payment as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date:

The interest rate I will pay may change on the first day of DECEMBER, 19 91, and on that day every 6th 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 3 years, 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 Two and 95/100ths percentage points (2.950%) 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(F) 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. 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 11.400% or less than 7.400%. 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 36 months. My interest rate will never be greater than 14.900%.

(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 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.

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.

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