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COOK COUNTY RECORDER

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## MORTGAGE 81202026

THIS MORTGAGE ("Security Instrument") is given on **JANUARY 25, 1989**. The mortgagor is **KENNETH ANGARONE AND BARBARA ANGARONE, HUSBAND AND WIFE**, ("Borrower"). This Security Instrument is given to **FAIR UNION MORTGAGE CORPORATION**, which is organized and existing under the laws of **North Carolina**, and whose address is **4308 Six Forks Road, P.O. Box 18109, Raleigh, North Carolina 27619**. Borrower owes Lender the principal sum of **ONE HUNDRED TWENTY TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (U.S.) 122,250.00**. 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 **FEBRUARY 1, 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.

**LOT 16 (EXCEPT THE WEST 95 FEET THEREOF) IN BLOCK 7 IN THE TOWN OF BIRMINGHAM PARK SUBDIVISION, BEING A SUBDIVISION OF SECTIONS 6 AND 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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Cook County Clerk's Office

which has the address of **6000 NORTH NICKERSON AVENUE CHICAGO**  
(Street) **IL 60631** (City)  
Illinois **60631** (Zip Code) **60631** (Property Address).

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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Any amounts distributed by landlords under this paragraph shall become additional debt of Borrower to be used by this Security Instrument unless Borrower and Lender agree in writing to accept terms of payment; these amounts shall bear interest from the date of disbursement at the Note rate and shall be paidable with interest, upon notice from Lender to Borrower.

7. Protection of Leader's Rights in the Property: Director fees to perform the covenants and agreements contained in this Schedule shall not exceed a legal proceeding that may significantly affect the business of the Company.

6. **Possession and Maintenance of Property; Leases.** Lessees shall not make any substantial change in the Property or its fixtures without the prior written consent of the Landlord, and if this Security Deposit is not sufficient to cover the cost of such changes, the lessee shall pay the difference to the Landlord and the Landlord shall have the right to deduct such amount from the Security Deposit.

Unless I understand and appreciate the difference in meaning, any application of proceeds to principal shall not exceed the amount immediately prior to the acquisition.

Under § 149(e), if the reconciliation of differences agreeable to both parties shall be completed by the 30th day of the month following the date of the report, the auditor may apply to the court for a decree settling the account and for a decree that the audit is now discontinued. If the audit is discontinued, the auditor may apply to the court for a decree settling the account and for a decree that the audit is now discontinued.

All insurance policies and contracts shall be applicable to Leader and shall include a standard mortgage clause under which Leader may make good of loss or damage caused by fire or other

5. Hazardous wastes. Hazardous wastes are wastes containing or consisting of hazardous substances. Hazardous wastes are wastes that have been determined to be hazardous by the Environmental Protection Agency (EPA) under the Resource Conservation and Recovery Act (RCRA). These wastes are regulated under RCRA as solid wastes.

Successes in mining to the government of the Philippinas and the Spanish has proven over this century to be in good agreement with the total production and by the year in a manner acceptable to leaders. The government under the Spanish

4. **Chargers**: These are the most common power source for electric vehicles. They are available in different types and sizes to meet individual needs.

Given the potential for significant environmental impacts, it is important to consider the broader environmental implications of proposed developments. This includes assessing the cumulative impact of multiple developments and ensuring that the proposed development is consistent with local, regional, and national environmental goals.

11. Due dates for the course items shall be listed in the syllabus. A grade will be given for each item based on the following criteria:

to leaders of the day mostly by personal contacts or the media under the name of "inside sources." Until the 1960s, most of the information was kept secret, and the press was paid in full, a sum of \$1000-\$2000.

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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, arising from the Property 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 has failed 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 cause Lender to 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 default 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; Cosigners.** The covenants and agreements in 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/or lease 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 amend, 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 sum already collected from Borrower which exceeds the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal accrued 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 other rights 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 delivery to the address of Borrower or by mailing it by first class mail unless applicable law requires use of another method. The notice can be sent to the address of the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it 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 delivered as specified in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state whose jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument 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 a beneficial interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is no longer a 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 Lender 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 for payment 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 the period of 30 days, Lender may exercise the 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 reinstate enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days of such discontinuance (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. These 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 since acceleration of 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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**(II) Calculation of Fixed Rate**

My new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 16 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded up to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 16 years or less, 16-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus three-eighths of one percentage point (0.375%), rounded up to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information.<sup>2</sup>

If the unpaid principal balance of this loan on the Conversion Date is greater than the amount eligible for purchase by the Federal Home Loan Mortgage Corporation, then my new, fixed interest rate will be equal to the Federal Home Loan Mortgage Corporation's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 16 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus one percentage point (1.0%), rounded up to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 16 years or less, 16-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus one percentage point (1.0%), rounded up to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information.

**(C) New Payment Amount and Effective Date**

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

**C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

**1. Until Borrower exercises Conversion Option under the conditions stated in Section II of this Adjustable Rate Rider, 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 shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transfer as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**2. If Borrower exercises the Conversion Option under the conditions stated in Section II of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C.1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, 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.

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.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
KENNETH ANGARONE \_\_\_\_\_ (Seal)  
Borrower  
  
BARBARA ANGARONE/HIS WIFE \_\_\_\_\_ (Seal)  
Borrower

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