

## UNOFFICIAL COPY

89082504

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FIDELITY FEDERAL SAVINGS BANK formerly known as Fidelity Federal Savings & Loan Assoc.  
**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 17 1989  
 19..... The mortgagor is Mark D. Ward and Rebecca L. Ward his wife,  
FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, which is organized and existing  
 under the laws of the United States of America, and whose address is 5455 West Belmont Avenue Chicago, Illinois 60641 ("Lender").  
 Borrower owes Lender the principal sum of ONE HUNDRED THIRTY THREE THOUSAND SIX  
HUNDRED & 00/100 Dollars (U.S. \$ 133,600.00). 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 MARCH 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 33 IN BLOCK 1 IN HOFFMAN HILLS UNIT NUMBER 3 SUBDIVISION, BEING A  
 SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 16 AND PART OF THE  
 NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 31 NORTH RANGE 10, EAST OF THE  
 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

89082504

Permanent Tax Index No: 07-17-207-021-0000

which has the address of 1320 Darlington Hoffman Estates  
 [Street] (City)  
 Illinois 60194 (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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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 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 under exercise of this section, the notice shall provide a period of three days from the date of this section, security measures may be taken.

Interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred to its Securitization Trustee, this option shall not be exercisable by Lender or if exercise is prohibited by law).

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

**15. Governing Law; Severability.** This security instrument shall be governed by Florida law. Any provision in this security instrument that is held to be illegal or unenforceable by a court of competent jurisdiction in any jurisdiction in which the property is located, in the event that any provision of this security instrument is held to be illegal or unenforceable, such provision shall not affect other provisions of this security instrument or the Note which can be given effect without the conflicting provision. To the extent that any provision of this security instrument is held to be illegal or unenforceable, such provision shall not affect other provisions of this security instrument or the Note.

in this paragraph

**14. Notices.** Any notice to Borrower provided for in this Security Intercession shall be given by delivery in or by mailing to first class mail unless otherwise specified below:

13. **Legislative Action Against Refugees.** II. Encouragement of deportation of refugees or those who have fled from their countries of origin, and encouragement of all measures to prevent the entry of refugees into the United States.

12. **Loan Charges.** If the loan secured by this security instrument is subjected to a law which sets maximum loan charges, and that law is finally interpreted so that the interests of other loan charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) sums already collected from Borrower which exceeded permitted limits will be returned to Borrower. Lender may choose to return this reduction by the principal owed under the Note or by making a direct payment to Borrower. If a return reduces principal, the reduction will be treated as a partial payment without any preparation charge under the Note.

by the original Borrower or their spouse's successors in interest. Any right exercisable by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security and shall be paid to Lender.

9. **Co-Administration.** The proceeds of any award or claim for damages, direct or consequential, in connection with any conduct or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

Insurance terminates in accordance with Borrower's and Lender's written agreement of applicable law.

If Leader required more page margins than one, a condition of making the loan secured by this Security Instrument.

For more information about the study, please contact Dr. Michael J. Hwang at (319) 356-4000 or email at [mhwang@uiowa.edu](mailto:mhwang@uiowa.edu).

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**ADJUSTABLE RATE RIDER**  
**(1 Year Cost of Funds Index — Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this . . . 17 . . . day of . . . FEBRUARY . . . 19 . . . 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 FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1320 Darlington, Hoffman Estates, Illinois 60194  
(Property Address)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENTS. THIS NOTE LIMITS THE MAXIMUM AND MINIMUM RATES I MUST PAY AND THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME.**

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of . . . MARCH . . . 19 . . . 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 . . . FHLLBB - Mo. Median Annualized Cost of Funds . . .

as computed by the Federal Home Loan Bank Board and published in the Federal Home Loan Bank Board's News Release. 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 THREE-EIGHTHS percentage points (. . . 2.375 . %) 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 . %). 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 principal 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) Limitations on Interest Rate Changes**

The rate of interest that I am required to pay shall never be increased or decreased on a single change date by more than . . . TWO . . . percentage points ( . . . 2.000 from the interest that I have been paying since the last change date).

The interest rate charged by the Lender can be increased by a maximum of . SIXTY . . . percentage points ( . . . 6.000) prior to the maturity date. The interest rate charged by the Lender cannot fall below . . . 8.250 . . . percentage points.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

Uniform covenant 17 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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89082504

LOAN # 2-000660-8

COOK COUNTY RECORDER  
89082504 # A - 89-062504  
181111 TMAN 9723 02/23/89 12:53:00  
DEPT-A1 \$16.00

BORROWER  
.....  
(Seal)  
BORROWER  
.....  
(Seal)  
BORROWER  
.....  
(Seal)  
Rebecca L. Ward  
Rebecca L. Ward  
Borrower  
Mark D. Ward  
Mark D. Ward  
Borrower  
.....  
(Seal)

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

Note and in this Security instrument, Borrowers will keep all the promises and agreements made in the Note and in this Security instrument. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to be responsible to Lender and in this Security instrument. To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferor to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security instrument.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this adjustable rate rider.