

# UNOFFICIAL COPY

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This instrument was prepared by:  
RHONDA M. GULLION

NORWOOD FEDERAL SAVINGS BANK  
5813 NORTH MILWAUKEE AVENUE  
CHICAGO, ILLINOIS 60646

A.T.G.F.  
BOX 370

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on ...March 23.....  
1989.... The mortgagor is ..TERRENCE C. RATAJCZYK.....a bachelor..... ("Borrower"). This Security Instrument is given to.....  
NORWOOD FEDERAL SAVINGS BANK....., which is organized and existing  
under the laws of..... the United States of America....., and whose address is ..  
5813 North Milwaukee Avenue — Chicago, Illinois 60646..... ("Lender").  
Borrower owes Lender the principal sum of ..... Ninety Two THOUSAND AND 00/100.....  
..... Dollars (U.S. \$..... 92,000.00.....). 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 ..APRIL 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:

LOTS 20 AND 21 IN BLOCK 2 IN GOLF VILLAGE GARDENS, BEING A SUB-  
DIVISION IN THE WEST 1/2 OF SECTION 18, TOWNSHIP 41 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT RECORDED FEBRUARY 10, 1927 IN BOOK 242, PAGES 16  
AND 17, AS DOCUMENT 9547835, IN COOK COUNTY, ILLINOIS.

6006206  
DEPT-01 11-18-25  
T#8333 TRAN 7351 04/07/89 34-01166  
S#733 + 00 - 89-154109  
COOK COUNTY RECORDER

89-154109

RECORDED BY SPACES #

PTN: 10-18-108-029  
PTN: 10-18-108-028

which has the address of ..... 6858 W. CHURCH STREET.....  
[Street]  
Illinois 60053..... ("Property Address");  
[Zip Code] MORTON GROVE.....  
[City]

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."

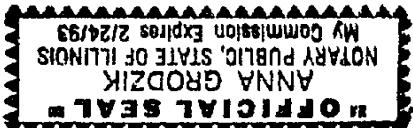
BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.  
Borrower warrants and will defend generally the title to the Property against all 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.

16-  
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A.T.G.F.  
BOX 370



STATE OF ILLINOIS..... COOK..... COUNTY ss:..... Anna Grodzicki..... I,..... do hereby certify that: TERRANCE C. RATJAZCZYK , a bachelorette ....., Notary Public in and for said county and state, personally known to me to be the same person(s) whose name(s)..... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that..... this..... signed and delivered the said instrument as..... free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this..... 23rd..... day of March..... 1989..... 02-24-93

Instrument and in any rider(s) except as by Borrower and recorded with it.  
TERRENCE C. RATJAGZAK  
Terry C. Ratjagzak  
.....(Seal)

BY SIGNING BELOW, I AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY AGREEMENT AND IN ANY FIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Graduate Payment Rider       Planned Unit Development Rider  
 Other(s) [Specify] \_\_\_\_\_

This Security instrument, instruments and agreements of each Security Instrument as if the rider(s) were a part of this Security instrument, the conventions and agreements of this Security instrument shall be incorporated into and shall amend and supplement the conventions and agreements of each Security instrument as if the rider(s) were a part of this Security instrument.

22. Waiver of Homeestead, Borrower waives all rights of homestead excepted by Property.

recipients' bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

Attender such expenses incurred to procure an expert witness or other services incident to his/her preparation for trial, including fees and costs of title evidence.

exists in the office of the attorney general or any other officer derivative of the attorney general's power to accept money and to sue and collect it for the state. The expenses of collecting such debts shall be apportioned among the several counties in proportion to their respective populations.

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Breach of any covenant or agreement in this Security Instrument that not prior to acceleration under paragraph 17 unless otherwise specified. The notice shall specify: (a) the defaulter; (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 defaulter must be cured.

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

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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 owing 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 Leander exercises this option, Leander shall give Borrower notice of acceleration. The notice shall provide a period of no 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 within the expiration of this period, Leander may invoke and demand on Borrower.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the property or any beneficial interest in Borrower is sold or transferred (or if a beneficial interest is sold or transferred) to another person, the rights and obligations set forth in this Agreement shall not be exercised by Lender or by Lender's successors or assigns except as provided in this Section.

Note are declared to be severable.

**15. Governing Law; Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument is held illegal or unenforceable, such conflict shall not affect other provisions of this Security Instrument or the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery in or by mailing it by first class mail unless a applicable law requires use of another method. The notice shall be directed to the property address of any other address Borrower designates by notice to Lender. Any notice to Borrower shall be given by first class mail to Lender's address listed 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 when given as provided in this paragraph.

13. **legislation** **attacking** **lender's** **rights**. In addition to the application of applicable laws that effect a

12. **Loan Charges.** If the loan is finally interpreted so that its security instrument is subject to a law which sets maximum loan charges, and that law is interpreted so that its interest or other charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) such loans shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may choose to make this reduction by reducing the principal balance as a partial prepayment without any prepayment charge under the Note.

11. Successors and Asses's Bound; Joint and Several Liability; Co-signers. The convenants and agreements of this Security instrument shall bind the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's heirs, devisees, and assigns shall be joint and several. Any Borrower who co-signs this Security instrument shall be liable jointly and severally with the other signers of this Security instrument. This Security instrument shall be binding upon Borrower and his or her heirs, devisees, and assigns.

<sup>1</sup> See also the discussion of the relationship between the exercise of authority and the right of remedy.

to the sum described in this section, whenever or if such sums exceed the date of the monthly payments received to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Robtoremarks By Lender Not a Wsiver. Extension of the time for payment of principal and interest and otherwise agrees in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments received to in paragraphs 1 and 2 or change the amount of such payments.

11. Lender and Borrower otherwise agrees in writing, whenever or if such sums exceed the date of the monthly payments received to in paragraphs 1 and 2 or change the amount of such payments.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers 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, either to repair or restore or to replace or repair or replace the units occupied by this lessee, lessor, or his assignee, lessor, or his assignee, or to sell the same.

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 due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree by the following provision, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the ratio of the sums secured by this Security Instrument before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

8. **Inspection.** Lender or its Agent may make reasonable entries upon and inspections of the Property. Lender shall give notice at the time of or prior to an inspection specifically describing reasons for the inspection. Lender shall demand payment of any award of damages, direct or consequential, in connection with any conduct emanating from any part of the Property, or for convenience in lieu of condemnation, are hereby designated and shall be paid to Lender.

11. Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument.

12. Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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## ADJUSTABLE RATE RIDER (Cost of Funds Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of March, 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 NORWOOD FEDERAL SAVINGS BANK..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6858 W. CHURCH STREET, MORTON GROVE, IL, 60053.....  
[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 8.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of April 1, 1990, 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 one month average cost of funds to FSLIC insured Savings & Loans in the Federal Home Loan Bank Board 7th District, as made available by the Federal Home Loan Bank of Chicago. 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 2.50% 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 10.75% or less than 8.750%. 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 14.00%.

**(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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Property of Cook County Clerk's Office

-Borrower  
.....  
(Seal)

*James C. Ratjczek*  
TERRENCE C. RATJAZCZAK  
Borrows  
(Scal.)

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

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.

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 that the transferor make all the promises and agreements made in this Note and in this Security Agreement. Lender and Borrower will continue to be obligated under the Note and this Security Agreement until unless Lender receives payment in full and Borrower has paid all other amounts due under the Note and this Security Agreement.