

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS

This instrument was prepared by:

RICHARD J. JOHNS

(Name)

3133 W. FULLERTON AVE

(Address)

CHICAGO, ILL 60639

1989 FEB 21 AM 10 40

89076561

\$17.00  
~~\$17.00~~

MORTGAGE

THIS MORTGAGE IS BEING RE-RECORDED TO REFLECT CORRECT LEGAL DESCRIPTION

THIS MORTGAGE is made this 21st day of FEBRUARY 1989, between the Mortgagor, CHARLES A. BERGHAL, AND JULY D. BERGHAL, HUSBAND AND WIFE (herein "Borrower"), and the Mortgagee, CRAIG FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 3133 West Fullerton - Chicago, IL, 60639 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of NINETY SEVEN THOUSAND THREE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 02, 1989 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 01, 2019.

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

PARCEL 1: THAT PART OF LOT 12 IN AUBURN WOODS, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10 AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 8, 1987 AS DOCUMENT 87309313 AND RE-RECORDED SEPTEMBER 15, 1987 AS DOCUMENT 87504960, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 12; THENCE SOUTH 21 DEGREES 08 MINUTES 24 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 12 FOR A DISTANCE OF 114.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 21 DEGREES 08 MINUTES 24 SECONDS WEST ALONG SAID EASTERLY LINE OF LOT 12 FOR A DISTANCE OF 28.02 FEET; THENCE LEAVING SAID EASTERLY LINE OF LOT 12 AND RUNNING NORTH 69 DEGREES 43 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 104.08 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 12; THENCE NORTH 21 DEGREES 08 MINUTES 24 SECONDS EAST ALONG SAID WESTERLY LINE OF LOT 12 FOR A DISTANCE OF 28.02 FEET; THENCE LEAVING SAID WESTERLY LINE OF LOT 12 AND RUNNING SOUTH 69 DEGREES 43 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 104.08 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

89203857

89076561

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER LOT 22 IN SAID SUBDIVISION RECORDED JUNE 8, 1987 AS DOCUMENT 87309313 AND RE-RECORDED SEPTEMBER 15, 1987 AS DOCUMENT 87504960 AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT 87309314, IN COOK COUNTY, ILLINOIS

PIN: 02-10-301-018-0000

which has the address of 1011 AUBURN WOODS DRIVE PALATINE ILLINOIS 60067 (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

71-97-00-230-260

Book 737193

89203857

89076561

# UNOFFICIAL COPY

89203857

89203857

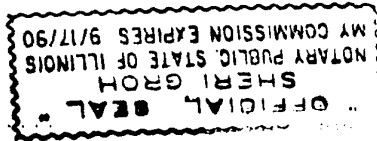
1989 MAY -8 AM 1 51

RETURN TO BOX 403

BOOK COUNTY CLERK'S OFFICE



(Space Below This Line Reserved For Lender and Recorder)



My Commission expires: 9-17-90

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1989, set forth:

signed and delivered the said instrument as \_\_\_\_\_ therean 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 \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

do hereby certify that **CHARLES A. BERDAHL**, **JUDY D. BERDAHL**, **HUSBAND AND WIFE** a Notary Public in and for said county and state, **THE UNDERSIGNED** County ss: \_\_\_\_\_ State of Illinois, \_\_\_\_\_

*Charles A. Berdahl*  
CHARLES A. BERDAHL  
*Judy D. Berdahl*  
JUDY D. BERDAHL

IN WITNESS WHEREOF, Borrower has executed this Mortgage...  
23. Waiver of Prorated. Borrower hereby waives all right of homestead exemption in the Property...  
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower...  
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower...  
20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...  
19. Acceleration. Upon acceleration under paragraph 18 hereof 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...  
18. Enforcement of Remedies. Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired...  
17. No Acceleration. This Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred...  
16. Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...  
15. Acceleration. Upon acceleration under paragraph 14 hereof 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...  
14. Enforcement of Remedies. Lender's remedies as provided in paragraph 14 hereof, including, but not limited to, reasonable attorney's fees, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired...  
13. No Acceleration. This Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred...  
12. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...  
11. Acceleration. Upon acceleration under paragraph 11 hereof 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...  
10. Enforcement of Remedies. Lender's remedies as provided in paragraph 10 hereof, including, but not limited to, reasonable attorney's fees, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired...  
9. No Acceleration. This Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred...  
8. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...  
7. Acceleration. Upon acceleration under paragraph 7 hereof 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...  
6. Enforcement of Remedies. Lender's remedies as provided in paragraph 6 hereof, including, but not limited to, reasonable attorney's fees, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired...  
5. No Acceleration. This Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred...  
4. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property...  
3. Acceleration. Upon acceleration under paragraph 3 hereof 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...  
2. Enforcement of Remedies. Lender's remedies as provided in paragraph 2 hereof, including, but not limited to, reasonable attorney's fees, and in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired...  
1. No Acceleration. This Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred...

89076561

# UNOFFICIAL COPY

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of, the lien or forfeiture of the Property or any part thereof.

**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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

89076561

89203857

110

# UNOFFICIAL COPY

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

(Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.)

10. Borrower's Remedies. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Enforcement by Lender. Any enforcement by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, all covenants and agreements of Borrower shall be joint and several.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by certified mail addressed to Borrower at the address provided for in this Mortgage or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument governing real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest in the Property, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer. Lender shall request, if Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due any sums secured by this Mortgage, Lender shall have the right to restate 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Retain. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

69203857

69203857

69203857

UNOFFICIAL COPY

1997 FEB 11

CRAGIN FEDERAL BANK FOR SAVINGS AND BORROWER

*Handwritten signature*

BORROWER

*Handwritten signature*

FEBRUARY 11, 1997

IN WITNESS WHEREOF Borrower has executed this Rider the \_\_\_\_\_ day of \_\_\_\_\_

charges assessed by Lender.

appraisal be performed at Borrower's expense, irrespective of any other

discretion. Lender, at its option, may require that the above mentioned

and by an appraisal performed by an appraiser approved by Lender in its sole

appraised value shall be determined by Lender in its reasonable judgement

taking the lesser of the purchase price (if applicable) or appraisal value. The

as it was when loan was originally made. Such value is to be determined by

The value of subject property must be at least as much at time of assumption

5. All of the other terms of the above described note and mortgage will remain in

full force and effect.

4. Notwithstanding the foregoing, the Transferee and the property must qualify

for a loan pursuant to Lender's standard underwriting criteria before Lender

shall be obligated to permit assumption of the above described loan.

3. The Lender may in its sole discretion assess to the Transferee a fee in the

amount of not more than three percent (3%) of the outstanding principal

balance of the loan for and in consideration of allowing Transferee to assume

Borrower's loan.

2. Transferee completes and submits to Lender a completed application for a

loan in the amount of the then outstanding principal balance and Transferee

qualifies for a loan in the amount and otherwise complies with Lender's loan

criteria.

1. Notwithstanding anything to the contrary contained in the mortgage to which this

Rider is attached, Lender and Borrower agree that the loan secured by the mortgage

shall be assumable by a Third Party, hereinafter referred to as the transferee, only

ASSUMPTION RIDER TO MORTGAGE

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 1997 BETWEEN LENDER,

CRAGIN FEDERAL BANK FOR SAVINGS AND BORROWER,

CRAGIN FEDERAL BANK FOR SAVINGS AND BORROWER,

LOAN # 06-45694-B5

1997 FEB 11

SCHUMBERG

89076561

89203857

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89076561

ADJUSTABLE RATE LOAN RIDER—8/81—FHLMC UNIFORM INSTRUMENT 442954 SAF Systems and Forms

Signature of Charles A. Berdahl and Judy D. Berdahl

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the amount of any one in-terest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

D. TRANSFER OF THE PROPERTY
Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send the Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien owed under the Note or by making a direct payment to Borrower, Lender may choose to make this refund by reducing the principal loan would exceed permitted limits. If this is the case, (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits.

B. LOAN CHARGES
If the interest rate will result in higher payments, decreases in the interest rate will result in lower payments. The interest rate cannot be changed by more than .1% percentage points at any Change Date. There is no maximum limit on changes in the interest rate at any Change Date.

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES
The Note has an "Initial Interest Rate" of 9.00%. The Note interest rate may be increased or decreased on the day of the month beginning on 1970, and on that day of the month every 12 months thereafter. Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

Modification: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 19th day of February, 1970, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAIG FEDERAL BANK FOR SAVINGS.

ADJUSTABLE RATE LOAN RIDER

The mortgage interest may increase or decrease based upon the change of the stated index, however, the lender will not reduce the interest rate below 9.00% floor rate nor exceed 14.00% ceiling rate.

89203857

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWO day of FEBRUARY, 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 Note to CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 1011 AUBURN WOODS DRIVE PALATINE, ILLINOIS 60067 (Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as AUBURN WOODS (Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

*Charles A. Berdahl* (Seal)  
CHARLES A. BERDAHL (Borrower)

*Judy D. Berdahl* (Seal)  
JUDY D. BERDAHL (Borrower)

89203857

89076561

UNOFFICIAL COPY

Property of Cook County Clerk's Office