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JUN 12 '89 72-14 180L

MORTGAGE

THIS MORTGAGE is made this 26TH day of May, 19 89 between the Mortgagor

THOMAS J. TIMM, Divorced and Not Since Remarried, (herein "Borrower"), and the Mortgagee

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a Corporation organized and existing under the Laws of the United States of America, whose address is 10801 South Western Avenue, Chicago, Illinois (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of

TWENTY THOUSAND AND NO/100-----(\$20,000.00)----- DOLLARS which indebtedness is evidenced by Borrower's Note dated May 26, 1989 (herein "Note"), providing for monthly installments of principal and interest, and shall continue until the entire indebtedness is paid in full.

TO SECURE to Lender 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. Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

Lot 1 in MEADOW GREEN SUBDIVISION, being a subdivision in the East half of the North East quarter of Section 22, Township 37 North, Range 12 East of the Third Principal Meridian in COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
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which has the address of 11102 S. Possum Drive, Palos Hills, Illinois 60465 (herein "Property").

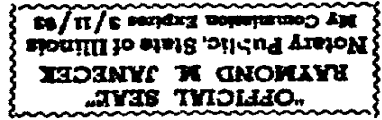
REAL ESTATE INDEX NUMBER 23-22-202-021-0000

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 seized 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.

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BOX 134



Raymond M. Janacek
Notary Public

My Commission expires:

GIVEN under my Hand and Notarial Seal, this 8th day of June, 1989, set forth, including the release and waiver of the Right of Homestead, delivered the said Instruments as free and voluntary act, for the use and purposes therein appeared before me this day in person, and acknowledged that he subscribed to the foregoing Instrument and the attached Adjustable Rate Loan Rider, personally known to me to be the same person(s) whose name(s) is

THOMAS J. TIMM, Divorced and Not Since Remarried, in the State aforesaid, DO HEREBY CERTIFY THAT

Raymond M. Janacek

a Notary Public in and for said County,

STATE OF ILLINOIS
COUNTY OF COOK
SS

(Seal)

THOMAS J. TIMM

(Seal)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Acceleration Remedies. Except as provided in Paragraph 19 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Note Holder prior to acceleration shall mail notice to Borrower as provided in Paragraph 16 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Note Holder in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 20 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Note Holder may reasonably require to assure that the lien of this Mortgage, Note Holder's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

21. Borrower's Right to Reinstatement. Notwithstanding Note Holder's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Note Holder to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Note Holder all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Note Holder in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in Paragraph 20 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Note Holder may reasonably require to assure that the lien of this Mortgage, Note Holder's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

22. Assignment of Rents; Appointment of Receiver; Note Holder in Possession. As additional security hereunder, Borrower hereby assigns to Note Holder the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 20 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 20 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption to follow judicial sale, Note Holder, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. All rents collected by Note Holder or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. Note Holder and the receiver shall be liable to account only for those rents actually received.

23. Release. Upon payment of all sums secured by this Mortgage, Note Holder shall release this Mortgage and Borrower shall pay a Release Fee to Note Holder and all costs of recordation, if any.

24. Waiver of Homestead. Borrower hereby waives all right of Homestead Exemption in the Property.

25. Rider to This Mortgage. The attached Adjustable Rate Loan Rider executed by Borrower and recorded together with this Mortgage, Rider to This Mortgage, 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 of this Mortgage.

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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. Provisions for Tax and Insurance Account. Borrower further promises to pay monthly, in addition to the payment aforementioned, one-twelfth of the annual real estate taxes, as estimated by the Note Holder, so as to provide for payment in full of the annual tax during the term of this obligation. Borrower promises, further, to pay monthly a pro-rata share of all assessments, insurance premiums and any other charges that may accrue against the property securing this indebtedness. Such payments shall be placed in a non-interest bearing Tax and Insurance Escrow Account for the payment of said items.

3. Application of Payments. All payments received by the Note Holder in accordance with the terms of the Note shall be applied first to interest, then to the Tax and Insurance Escrow Accounts, and the remainder to principal. Any payment received which does not equal the full amount of the monthly payment due will not be applied and will be held in a non-interest bearing account until the remainder of the full payment is received.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may accrue or be levied against 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 Note Holder all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Note Holder 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 the Note Holder, 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 including within the term "Extended Coverage," and such other hazards as Note Holder may require and in such amounts and for such periods as Note Holder may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by the Note Holder; 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, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to the Note Holder and shall include a standard mortgage clause in favor of and in form acceptable to Note Holder. Note Holder shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Note Holder all renewal notices and all receipts of paid premium. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Note Holder. Note Holder may make proof of loss if not promptly by Borrower.

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 provision 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 consistent 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 Note Holder'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 Note Holder's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Note Holder at Note Holder's option, upon notice to Borrower, may make such apparatus, disburse such sums and take such action as is necessary to protect Note Holder's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Note Holder 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 Note Holder's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under Paragraph 2 hereof.

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Any amounts disbursed by Note Holder pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Note Holder agree to other terms of payment, such amounts shall be payable upon notice from Note Holder 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 Note Holder to incur any expenses or take any action hereunder.

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

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 Note Holder 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, Note Holder is authorized to collect and apply the proceeds, at Note Holder's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Note Holder 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 Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Note Holder to any successors in interest of Borrowers 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. Forbearance by Note Holder Not a Waiver. Any forbearance by Note Holder 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 Note Holder shall not be a waiver of Note Holder'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 Note Holder and Borrower, subject to the provisions of Paragraph 19 hereof. 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. Loan Charges. If a law, which applies to the loan secured by this Mortgage and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The Note Holder may choose to make this refund by reducing the principal the Borrower owes under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

15. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect of rendering the provisions of the Note, the Mortgage or Adjustable Rate Loan Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Mortgage and Adjustable Rate Loan Rider or of diminishing the value of Note Holder's security, then Note Holder and Borrower shall enter into a written agreement modifying the terms and covenants of the Note, the Mortgage and Adjustable Rate Loan Rider to comply with the then Federal Law and/or the applicable law having jurisdiction in the area in which the property is located, as amended.

16. 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 mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Note Holder as provided herein, and (b) any notice to Note Holder shall be given by certified mail, return receipt requested, to Note Holder's address stated herein or to such other address as Note Holder 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 Note Holder when given in the manner designated herein.

17. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering 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 or clause of this Mortgage or Adjustable Rate Loan Rider or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or Adjustable Rate Loan Rider or the Note which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and Adjustable Rate Loan Rider, and the Note are declared to be severable.

18. Borrower's Copy. Borrower shall be furnished a conformed copy of this Mortgage and Adjustable Rate Loan Rider and the Note at the time of execution or after recordation hereof upon request.

19. Transfer of the Property. If all or any part of the property or an interest therein is sold or transferred by Borrower or if the beneficial interest or any part thereof in any Land Trust holding title to the property is assigned, sold or transferred, or if the Borrower or title holding Land Trust enters into Articles of Agreement for Deed or any agreement for installment sale of the Property or the beneficial interest to the title holding Land Trust, WITHOUT THE NOTE HOLDER'S PRIOR WRITTEN CONSENT, excluding, (a) the creation of a lien or encumbrance subordinate to this Mortgage securing the Note, (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 of three years or less not containing an option to purchase, Note Holder may, at Note Holder's option, declare all the sums to be immediately due and payable. Note Holder shall have waived such option to accelerate if, prior to the sale or transfer, Note Holder and the person to whom the property is to be sold or transferred reach agreement in writing that the application by such person to assume the obligation is satisfactory to the Note Holder and that the interest shall be at such rate as the Note Holder shall request.

If Note Holder exercises such option to accelerate, Note Holder shall mail Borrower notice of acceleration, 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, Note Holder may, without further notice or demand on Borrower, invoke any remedies permitted by Law.

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ADJUSTABLE RATE LOAN RIDER

ANNUAL ADJUSTMENTS — INTEREST RATE CAPS

THE MORTGAGE ATTACHED HERETO SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR ANNUAL 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 ADJUSTABLE RATE LOAN RIDER is made this 26th day of May, 1989 and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note to

CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
(the "Lender") hereinafter referred to as the Note Holder, of the same date and covering the property described in the Security Instrument located in the County of COOK, State of Illinois:

11102 S. Possun Drive, Palos Hills, Illinois 60465

23-22-202-021-0000

PROPERTY ADDRESS and REAL ESTATE INDEX NUMBER

ADDITIONAL COVENANTS: In addition to the covenants made in the Mortgage, the Borrower and Note Holder further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of EIGHT AND ONE-QUARTER per cent (8.25 %). The Note also provides for changes in the interest rate and monthly payments as follows:

A. Change Dates. The interest rate may change on the first day of July 1, 1990 and on that day every 12th month thereafter. Each date on which the interest rate could change is called a "Change Date."

B. The Index. Beginning with the first Change Date, and each Change Date thereafter, the interest rate will be based on an Index. The most recent Index figure available as of the date 30 days before each Change Date is called the "Current Index." The Index is the NATIONAL MONTHLY MEDIAN COST OF FUNDS FOR

FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION INSURED INSTITUTIONS

as made available by the FEDERAL HOME LOAN BANK OF CHICAGO

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 the Borrower notice of this change.

C. Calculation of Changes. Before each Change Date, the Note Holder will calculate the new interest rate by adding percent (2.50 %) (Margin) 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 the new interest rate until the next Change Date.

The interest rate cannot be increased or decreased by more than TWO (2.00) percentage points at any Change Date. This limitation shall become effective

Immediately

After the First Change Date

Maximum interest rate charged will not exceed 14.25 % during the life of the Mortgage.

Minimum interest rate charged will not be less than 8.25 % during the life of the Mortgage.

The Note Holder will then determine the amount of the monthly principal and interest payment that would be sufficient to repay the unpaid principal balance that the Borrower is expected to owe at the Change Date in full on the maturity date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly principal and interest payment.

D. Effective Date of Changes. The new interest rate will become effective on each Change Date. The Borrower will pay the amount of the new monthly payment on each Change Date, until the amount of the monthly payment changes again.

E. Notice of Changes. The Note Holder will mail to the Borrower a notice of any change in the interest rate and the amount of the monthly payment of principal and interest before the effective date of any change. The notice will include the title and telephone number of a person who will answer any questions Borrower may have regarding this notice.

F. Legislation

If, after the date hereof, enactment of applicable laws have the effect of rendering the provisions of the Note, the Mortgage or this Adjustable Rate Loan Rider (other than this paragraph) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Mortgage and this Adjustable Rate Loan Rider or of diminishing the value of Note Holder's security, then Note Holder and Borrower shall enter into a written agreement modifying the terms and covenants of the Note, the Mortgage and Adjustable Rate Loan Rider to comply to the then Federal Law and/or the applicable law having jurisdiction in the area in which the property is located, as amended.

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

Thomas J. Timm
THOMAS J. TIMM (Seal)

(Seal)

(Seal)

(Seal)

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THIS INSTRUMENT WAS PREPARED BY
JOSEPH S. M. WALTENBERG
10801 S. Western Ave. Chicago, Ill. 60643

ARM 07-2000237-4
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BOX 134

Property of Cook County Clerk's Office

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