

UNOFFICIAL COPY

89274792

[Space Above This Line For Recording Date]
THIS JUNIOR MORTGAGE IS SECURED BY A FIXED RATE NOTE AND BALLOON PAYMENT NOTE RIDER
OF EVEN DATE

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 30, 1989. The mortgagor is Michael R. Lowkey and Debra S. Lowkey, husband and wife ("Borrower"). This Security Instrument is given to REPUBLIC SAVINGS BANK, F.S.B., its successors and/or assigns, which is organized and existing under the laws of the United States of America, and whose address is 4800 W. Lincoln Hwy. N.W., Maitland, Illinois 60443 ("Lender"). Borrower owes Lender the principal sum of Five thousand four hundred and NO/100----- Dollars (U.S. \$ 5,400.00). 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 June 1, 1994. 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.

The West 50 feet of the East 350 feet of the West 820 feet of the North 235.8 feet of Block 1 in George W. Johnson's subdivision of part of the South 1/2 of the Northwest 1/4 of section 31, Township 36 North, Range 14, East of the Third Principal Meridian, (as per plat recorded March 11, 1908 in Block 97 of Plats page 41) in Cook County, Illinois.

PI# 29-31-117-005, volume 218

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T65555 REAM 1410 06/16/89 13:56:00
1984 E *-89-274792
COOK COUNTY RECORDER

265-5268

which has the address of 2314 Maple Road, Homewood,
[Street] (City)
Illinois 60430 ("Property Address");
[Zip Code]

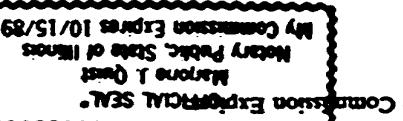
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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44771



(Seal)

Notary Public

Witness my hand and official seal this 19 day of _____

(be, etc., etc.)

executed said instrument for the purposes and uses herein set forth.
(this, etc., etc.)

have executed same, and acknowledge said instrument to be
before me and is (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,
do hereby certify that
a Notary Public is and for said county and state, do hereby certify that

STATE OF
COUNTY OF

{ ss }

Instrument and in any manner(s) necessary Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Document. (Space below the line for acknowledgement)

Debra S. Lovrey
Notable R. Lovrey

(Seal)
(Seal)
(Seal)

Instrument (Chancery Applicable box(es))
Rides to this Security Instrument, if one or more riders are executed by Borrower and recorded together with
this Security (in)strument, the co-owners and agreements of each rider shall be incorporated into and shall amend and
supplement the co-owners and agreements of this Security instrument; as if the rider(s) were a part of this Security
instrument (Chancery Applicable box(es)).

22. Waiver of Homeowner, Borrower waives all right of homestead exception in the Property.
Instrument without charge to Borrower. Upon payment of all sums secured by this Security instrument, Lender shall release this Security
21. Release. Upon payment of all sums secured by this Security instrument, Lender shall pay any recording costs.
recipients bonds and reasonable attorney fees, and them to the sums secured by this Security instrument.
costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on
the Property including those past due, any rents collected by Lender or the receiver shall be applied first to payment of the
appended reciever) shall be entitled to center, take possession of and manage the Property and to collect the rents of
prior to the expiration of redemption following sale, Lender (in person, by agent or by judgment) may
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time
but not limited to, reasonable attorney fees and costs of title evidence.
Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including
this Security instrument without further demand and may recourse to this Security instrument by judicial proceeding
before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by
exhaustion of a default or other defense of Borrower to acceleration and foreclosure. If the default is not cured on or
before the date of the notice, Lender may accelerate the right to assert the foreclosure procedure following the non-
payment by this Security instrument, foreclose by judicial proceeding and sale of the property shall occur
and (d) that failure to cure the default or before the date specified in the notice may result in acceleration of the sums
deposited; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured;
unless otherwise law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under paragraphs 13 and 17
19. Acceleration: Remeder shall give notice to Borrower prior to acceleration following Borrower's
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, 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 Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Board; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this security interest taken under this paragraph. Lender does not intend to do so.

7. Protection of Leader's Rights in the Property: If Borrower fails to perform the covenants and agreements contained in this Security instrument, or if there is a legal proceeding that may significantly affect the property, Lender has the right to sue in writing.

6. **Preservation and Maintenance of Property; Lesseeshold.** Borrower shall not destroy, damage or subdivide any part of the property, and shall not commit waste, or do anything which would impair the value of the property.

When the nozzle is 8 cm.
Unless Landre and Borrower achieve a agree in writing, any application of proceeds to principal shall not exceed a postpaid charge of one monthly payment referred to in paragraph 1 and 2 or change the amount. If under guarantee is acquired by Landre. Borrower's right to any insurance policies and proceeds resulting from damage to the property prior to the acquisition shall pass to Landre to the extent of the sum secured by such an assignment in consideration of the acquisition.

Limits: Landlord and Borrower acknowledge that certain insurance, including insurance proceeds, shall be applied to restoration of repair of the property damage, if the restoration of repair is economically feasible and Landlord's security is not lessened; if the restoration of repair is not economically feasible or if the repair is not necessary, whether or not there due to damage or otherwise.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause.
unreasonable attorney fees.

of the giving of notice.

4. Charges: Lines, Derricks, accessments, charges, dues and impositions attributable to the property which may attain pro rata over this Secunty instrument, and cashed payments, interest, and expenses made hereunder shall pay all rates, assessments, dues and impositions attributable to the property under this paragraph. If the owner owed payments, Borrower shall promptly furnish to be paid under this paragraph. If the owner makes these payments directly, Borrower shall promptly furnish to be paid under this paragraph.

application as a credit, regardless of the sums secured by this security instrument.

If the due dates of the accrual items, shall exceed the amount required to pay the accrued items when due, the excess shall be at Borrower's option, either promptly repaid to Lender or credited to Borrower on monthly payments of Funds. If the due dates of the accrual items, shall exceed the future monthly payments of Funds payable prior to the amount of the Funds held by Lender, together with the future monthly payments of Funds held by Lender, the due dates of the accrual items, shall exceed the amount required to pay the accrued items when due, the excess shall be at Borrower's option, either promptly repaid to Lender or credited to Borrower on monthly payments of Funds. If the due dates of the accrual items, shall exceed the amount of the Funds held by Lender, the due dates of the accrual items, shall exceed the amount of the Funds held by Lender in full or more payments are received by Lender.

2. **Funds for Taxes and Insurance.** Sought to participate in 10% minimum liability, subject to prorata share of losses and insurance.

1. Payment of Premium and Interest Prepayments and Late Charges. Borrower shall promptly pay when due interest on the debt evidenced by the Note and any prepayments made on the Note.

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ADJUSTABLE RATE RIDER (PRIME RATE)

THIS ADJUSTABLE RATE RIDER is made this 7th day of June, 1989, and is incorporated into and shall be deemed to amend 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 REPUBLIC SAVINGS BANK, P.S.B., ITS SUCCESSORS AND/OR ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1506 York Street, Blue Island, Illinois 60406

(property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

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 PRIME + 2.0 %. The Note provides for changes in the interest and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) CHANGE DATES

The interest rate I will pay will change as the Prime Rate at Republic Savings Bank, P.S.B. changes. 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 Prime Rate at Republic Savings Bank, P.S.B..

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) CALCULATION OF CHANGES

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two percentage points (2.0 %) to the Current Index.

(D) LIMITS ON INTEREST RATE CHANGES

My interest rate will never be greater than 19.80 %.

(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.

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

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Property of Cook County Sheriff's Office

Borrowers initials

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REVOLVING LOAN. The maximum aggregate principal amount of the loan at any one time outstanding which lender consents to make available to Borrower, under the terms and conditions hereof, shall not exceed Thirty seven thousand five hundred and NO/100 Dollars (\$37,500.00) and may be advanced by Borrower from time to time, in accordance with the terms hereof, so long as no Default exists hereunder or no Default exists under any Loan Document as defined herein, and be repaid and used again, during the period from the date hereof up to and including the principal maturity date at which time account of indebtedness in connection with the loan shall equal the amount of all funds disbursed by lender to or at the order of Borrower, less than aggregate amount of principal repayments thereunder, if any.

Time outstandings which lender consents to make available to Borrower, under the terms and conditions hereof, shall not exceed Seven thousand five hundred and NO/100 Dollars (\$37,500.00) and may be advanced by Borrower from time to time, in accordance with the terms hereof, so long as no Default exists hereunder or no Default exists under any Loan Document as defined herein, and be repaid and used again, during the period from the date hereof up to and including the principal maturity date at which time account of indebtedness in connection with the loan shall equal the amount of all funds disbursed by lender to or at the order of Borrower, less than aggregate amount of principal repayments thereunder, if any.

John W. Plate
John W. Plate
(SEAL)
Borrower
John W. Plate
Marta Elena Plate
(SEAL)
Borrower

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

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