

MORTGAGE

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE VETERANS ADMINISTRATION OR ITS AUTHORIZED AGENT.

THIS INDENTURE, made this

21ST

day of

JULY

19 89 , between

89343256 709871-1

STEVEN K. DRAKE AND LAUREL THEUNE, HIS WIFE-----, Mortgagor, and  
-----FLEET MORTGAGE CORP-----

a corporation organized and existing under the laws of THE STATE OF RHODE ISLAND  
Mortgagee.

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note executed and delivered by the Mortgagor, in favor of the Mortgagee, and bearing even date herewith, in the principal sum of SIXTY FIVE THOUSAND ONE HUNDRED FORTY FIVE AND NO/100----- Dollars (\$ 65,145.00----) payable with interest at the rate of TEN AND ONE HALF----per centum (10 1/2 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in MILWAUKEE , WISCONSIN , or at such other place as the holder may designate in writing, and delivered or mailed to the Mortgagor; the said principal and interest being payable in monthly installments of FIVE HUNDRED NINETY FIVE AND 91/100-----Dollars (\$ 595.91-----) beginning on the first day of SEPTEMBER , 19 89 , and continuing on the first day of each month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of AUGUST , 2019 .

Now, THEREFORE, the said Mortgagor, for the better securing of the payment of said principal sum of money and interest and the performance of the covenants and agreements herein contained, does by these presents MORTGAGE and WARRANT unto the Mortgagee, its successors or assigns, the following described real estate situate, lying, and being in the county of COOK and the State of Illinois, to wit:

LOT 114 IN GIVINS AND GILBERT'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-25-124-019

: DEPT-01 415.25  
: T85500 TEAM 7267 07/26/89 03:13:00  
: 82214 : ID # - 89343256  
: COOK COUNTY RECORDER

15<sup>25</sup>

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues, and profits thereof; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

89343256



# UNOFFICIAL COPY

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. ground rents, if any, taxes, assessments, fire, and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

If the total of the payments made by the Mortgagor under subparagraph (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee as Trustee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items or, at the Mortgagee's option as Trustee, shall be refunded to the Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, the Mortgagor shall pay to the Mortgagee as Trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee as Trustee shall, in computing the amount of such indebtedness credit to the account of the Mortgagor any credit balance remaining under the provisions of subparagraph (a) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage, resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee as Trustee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under said subparagraph (a) as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under said note.

As ADDITIONAL SECURITY for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to the Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described. The Mortgagor shall be entitled to collect and retain all of said rents, issues and profits until default hereunder, EXCEPT rents, bonuses and royalties resulting from oil, gas or other mineral leases or conveyances thereof now or hereafter in effect. The lessee, assignee or sublessee of such oil, gas or mineral lease is directed to pay any profits, bonuses, rents, revenues or royalties to the owner of the indebtedness secured hereby.

MORTGAGOR WILL CONTINUOUSLY maintain hazard insurance, of such type or types and amounts as Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made, he/she will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

IN THE EVENT of default in making any monthly payment provided for herein and in the note secured hereby, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

IN THE EVENT that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency at the time of such application for a receiver, of the person or persons liable for the payment of the indebtedness secured hereby, and without regard to the value of said premises or whether the same shall then be occupied by the owner of the equity of redemption, as a homestead, appoint a receiver for the benefit of the Mortgagee, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property.

IN CASE OF FORECLOSURE of this mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant and for stenographers' fees of the complainant in such proceeding, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, wherein the Mortgagee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceed-

63343256



# UNOFFICIAL COPY

## SECURITY INSTRUMENT RIDER

This Rider, attached to and made part of the Mortgage, Mortgage Deed, Deed of Trust, Security Deed or Vendor's Lien (the "Security Instrument")

STEVEN K. DRAKE AND LAUREL THEUNE, HIS WIFE  
between \_\_\_\_\_ (the "Borrower") and Fleet

Mortgage Corp. (the "Lender") dated JULY 21, 19 89, revises  
the Security Instrument as follows:

1. Due-On-Sale: This loan is immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to section 1817A of chapter 37, title 38, United States Code.
2. Funding Fee: A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Secretary of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 36 U.S.C. 1829(b).
3. Processing Charge: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Veterans' Administration for a loan to which section 1817A of chapter 37, title 38, United States Code applies.
4. Indemnity Liability: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan, including the obligation of the veteran to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.
5. The borrower further agrees that should this Security Instrument and the note secured hereby not be eligible for guarantee under the Servicemen's Readjustment Act of 1944 as amended within 90 days from the date hereof (written statement of any officer of the Veterans Administration or authorized agent of the Secretary of Veterans Affairs dated subsequent to the 90 days time from the date of this security instrument, declining to guarantee said note and this mortgage, being deemed conclusive proof of such ineligibility), the Lender or the Holder of the note may at its option declare all sums secured hereby immediately due and payable.

89343256

Dated July 21, 19 89.

Steven K. Drake (Seal)  
Borrower  
STEVEN K. DRAKE

Laurel Theune (Seal)  
Borrower  
LAUREL THEUNE, HIS WIFE

# UNOFFICIAL COPY

ADJUSTABLE RATE RIDER 5-2-812454  
1 Year Treasury Index—Rate Caps—Fixed Rate Conversion Option

THIS ADJUSTABLE RATE RIDER is made this 21st day of July, 1989, incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Union Federal Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

151 N. Kenilworth Avenue, Unit 5-J, Oak Park, Illinois 60301 *W.W.*  
(Property Address)

**THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.**

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 9.000%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The adjustable interest rate I will pay may change on the first day of October, 1989, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75% to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 14.0000% or less than 7.0000%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 15.0000%, which is called the "Maximum Rate".

**(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 adjustable 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. FIXED INTEREST RATE OPTION**

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

**5. FIXED INTEREST RATE CONVERSION OPTION**

**(A) Option to Convert to Fixed Rate**

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the Note or the Security Instrument; (iii) by a date specified by the Note Holder, I must pay the Note Holder a conversion

# UNOFFICIAL COPY

.....  
(Seal)

Page L, Unfiled

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

Agreement. If Borrower fails to pay these sums prior to the expiration of this Note, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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, if ever, pays all sums secured by this Security Instrument. If Borrower fails to pay all sums secured by this Security Instrument, Lender may invoke any remedy available to it under law.

By this Security Instrument, Lender's option shall not be exercised by Lender if exercise is prohibited by law without Lender's prior written consent. Lender may, at his option, require immediate payment in full of all sums secured sold or transferred (or if a beneficial interest in Borrower is sold or transferred to a third party who is not a natural person) without notice or transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

disposed of by Lender, Lender shall give Borrower notice of acceleration. The notice shall instead be in effect, as follows:

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

Rider, the amendment to Uniform Conversion Document 17 of the Security Instrument contained in Section C above shall become effective in this period, and the provisions of Uniform Conversion Document 17 of the Security Instrument contained in this Note and the Security Instrument shall remain in effect.

If Lender provides the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration or demand on Borrower in writing.

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 also may require the transfer to sign an assumption agreement that is acceptable to Lender and that obligates the transfer to keep all the promises and agreements made in the Note and in this Security Instrument. Lender and the transfer to be obligated under the Note and this Security Instrument unless Lender releases Lender and the transfer to keep all the promises and agreements made in the Note and in this Security Instrument to Lender and the transfer to be liable for all sums secured by this Security Instrument.

To the extent permitted by applicable law, Lender may invoke any remedy available to Lender under the Note and this Security Instrument to Lender's benefit, Lender also shall not exercise this option unless Lender receives a sum sufficient to Lender and that 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 invoke any remedy available to Lender under the Note and this Security Instrument to Lender's benefit, Lender also shall not exercise this option unless Lender receives a sum sufficient to Lender and that risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is

disposed of by Lender, Lender shall give Borrower notice of acceleration. The notice shall instead be in effect, as follows:

1. Under Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount of my monthly payment in substantially equal payments. The result of this calculation will be the new amount due at my new fixed interest rate in substantially equal payments. The Note Holder will determine the amount of my monthly payment by using comparable information. Any new rate calculated under this Note Holder as my monthly payment until the maturity date.

(C) New Payment than the Maximum Rate stated in Section 4(D) above.

If this determine my interest rate by using comparable information. Any new rate calculated under this Note Holder will be determined net yield cannot be determined because the applicable commitments are not available, the Note Holder plus five-eighths of one percentage point ( $0.125\%$ ), rounded to the nearest one-eighth of one percentage point ( $0.125\%$ ). Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments. Note ( $0.625\%$ ), rounded to the nearest one-eighth of one percentage point ( $0.125\%$ ), or (ii) if the original term of this fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point ( $0.125\%$ ).

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of this Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point ( $0.125\%$ ).

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the maturity date of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount of my monthly payment in substantially equal payments. The result of this calculation will be the new amount due at my new fixed interest rate in substantially equal payments. The Note Holder will determine the amount of my monthly payment by using comparable information. Any new rate calculated under this Note Holder as my monthly payment until the maturity date.

fee of U.S. \$ 250.00 requires to effect the conversion.

(B) Calculation of Fixed Rate

89343254