

UNOFFICIAL COPY

" OFFICIAL SEAL " ALICE OSKVAREK NOTARY PUBLIC, STATE OF ILLINOIS NO. COMMISSION EXPIRES 7-26-91

**SECURITY FEDERAL SAVINGS & LOAN  
ASSOCIATION OF LAKE COUNTY  
4518 INDIANAPOLIS BOULEVARD  
EAST CHICAGO, INDIANA 46312**

ORLAND PARK, IL 60462

ORLAND PARK, IL 60462

CATHY KNAAPP  
KUNSTEN

PREPARED BY

My Commission expires: 7/26/91

111181 226

subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he / she signed and delivered the said instrument as HIS / HER free and voluntary act, for the uses and purposes herein

is personally known to me (to be the same person(s) whose name(s)

STATE OF ILLINOIS,  
County ss:  
*Illinoian*  
I, *John E. Johnson*,  
a Notary Public in said County and State,  
do hereby certify that ANNE M. SINGLAR, SPINSTER,

[Space Below This Line For Acknowledgment]

**Borrower** \_\_\_\_\_  
**(Seal)** \_\_\_\_\_  
**Borrower** \_\_\_\_\_  
**(Seal)** \_\_\_\_\_  
**Borrower** \_\_\_\_\_  
**(Seal)** \_\_\_\_\_  
**Borrower** \_\_\_\_\_  
**(Seal)** \_\_\_\_\_

**ANNE M. SINCLAIR**  
—Bottower  
**(Seal)**

**BY SIGNING BELOW, BOTH PARTIES AGREE TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT AND IN ANY RIDEER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.**

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [Specify] _____
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20. **Lender in Possession.** Upon acceleration of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender or by judgment of the Person, by agreement or by judicial appointment shall be entitled to enter upon, take possession of and manage the Property and to collect the rents apponited reciting including those past due. Any rents collected by Lender 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 bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument.

21. **Release.** Upon payment of all sums secured by this Security instrument, Lender shall release this Security instrument without recourse to Borrower. Borrower shall pay any recordation costs.

22. **Waiver of Foreclosure.** Borrower waives all right of homestead exception in the Propety.

23. **Rights to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security instrument.

(Check applicable box(es))

# UNOFFICIAL COPY

90561903

90355593

A.T.G.F.  
BOX 370209231  
(C)

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 19  
1990. The mortgagor is ANNE M. SINCLAIR, SPINSTER

DEPT-01 RECORDING \$18.00  
T4333 TRAN 2754 07/24/90 14:15:00  
49452 \$ 42-90-555599 -  
COOK COUNTY RECORDER  
DEPT-01 RECORDING \$12.00  
T#1111 TRAN 0928 11/16/90 12:37:00  
SDP54 A 42-90-561903  
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF LAKE COUNTY, which is organized and doing under the laws of THE STATE OF INDIANA 4518 INDIANAPOLIS BOULEVARD EAST CHICAGO, INDIANA 46312 Borrower owes Lender the principal sum of

THIRTY ONE THOUSAND TWO HUNDRED AND NO/100

Dollars U.S. \$ 31,200.00). 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 AUGUST 1, 2020. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOTS 'A', 'B', 'C', 'D' AND 'E' IN THE RESUBDIVISION OF LOTS 35 TO 45, BOTH INCLUSIVE IN BLOCK 8 IN THE SUBDIVISION OF 91.76 ACRES OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED MAY 21, 1959 AS DOCUMENT 17545634, IN BOOK 536 OF PLATS, PAGE 37 IN COOK COUNTY, ILLINOIS. SAID SURVEY IS ATTACHED AS EXHIBIT 'A' TO THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS RESTRICTIONS AND COVENANTS FOR FLOSSMOOR COUNTRY CLUB APARTMENTS CONDOMINIUM MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1966 AND KNOWN AS TRUST NUMBER 23555, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 22557628; TOGETHER WITH AN UNDIVIDED 1.3 PER CENT INTEREST IN SAID PARCEL EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

\* UNIT '2650 2-N' AS DELINEATED ON SURVEY OF THE FOLLOWING PARCEL OF REAL ESTATE:

31-01-420-048-1054

This mortgage is being rerecorded to correct the legal description.

which has the address of 2650 CENTRAL DRIVE  
[Street]

FLOSSMOOR  
[City]

Illinois 60422  
[ZIP Code]

("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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

ILLINOIS—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

1SF(IL) 18909

VMP MORTGAGE FORMS • (313) 293-8100 • (800) 521-7291

Form 3014 12/83

Amended 5/87

1800

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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~~ADJUSTABLE RATE RIDER  
(3 Year Treasury Index — Rate Caps — Fixed-Rate Conversion Option)~~

THIS ADJUSTABLE RATE RIDER is made this **19TH** day of **JULY**,  
19 **90**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF LAKE COUNTY** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**2650 CENTRAL DRIVE, FLOSSMOOR, ILLINOIS 60422**  
[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 **9.250** %. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

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

**(A) Change Dates**

The interest rate I will pay may change on the first day of **AUGUST**, 19 **93**, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 3 years, 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 that 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 AND THREE FOURTHS** percentage points (**2.750** %) 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 or 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 **11.250** % or less than **9.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than **15.250** %, 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 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 the first or second Change Date. Each Change Date on which my interest rate can convert from an adjustable rate to a fixed rate also is called the "Conversion Date." I can convert my interest rate only on one of these two Conversion Dates.

If I want to exercise the Conversion Option, I must first meet certain conditions. Those 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 fee of U.S.\$ **100.00**; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

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OPS 044

**SIGN ORIGINAL ONLY**

**BORROWER**  
**(S&H)**

**BORROWER**  
**(S&H)**

**BORROWER**  
**(S&H)**

-BARTOWER  
—(Sall)

ANNE M. SINCLAIR

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

F. Remedies. If Borrower fails to pay condominium dues and assessments when due, later lender may pay them, the owners association shall be liable to lender for all amounts so paid plus interest at the rate of 12% per annum from the date of payment.

(iv) any section which would have the effect of rendering the public liability insurance coverage maintained by

(iii) Any amendment to any provision of the Constitution Documents if the provision is for the express benefit of Lender;

(ii) The abandonment of terminations of the Groundslab Project, except for abandonment or removal 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;

E. **Lender's Prior Borrower** shall not, except after notice to Lender and with Lender's prior written consent, either (i) make or cause to be made any advance under this Agreement, (ii) make or cause to be made any advance under any other agreement between Lender and Borrower, or (iii) make or cause to be made any advance under any other agreement between Lender and any other Person.

connection with any condominium or other taking of all or any part of the Property, whether or of the unit or of the condominium, or for any conveyance in lieu of condominium, a fee hereby assigned and shall be paid to Lender. Such proceeds

C. Public liability insurance to the sum of \$10,000, with any excess paid to Borrower, and to extend, at application to the security instruments; and

(iii) Barrowers' obligations under Unitform Coverage 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy.

(ii) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of coverage in the amounts, or time periods, and against the hazards lender requires, including fire and hazards included within the term "extended coverage," herein.

pay, when due, all dues and assessments imposed pursuant to the Constitution and Documents.

A. Gondomium Obligations. Borrower shall perform all of Borrower's obligations under the Gondomium Project Documents.

Includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interests.

(Name of Condominium Project) If the owners association or other entity which acts for the Condominium Project (the "Condominium Project"),

**KNOWHAW ABSI** **PLOSSMoor COGNITIVE CLUB APARTMENTS CONDONNINUM**

of the same date and covering the property described in the Security instrument and located at

THIS GOLDMINUM HIDER IS MADE THIS **19TH** day of **JULY**, 19**90**,  
 and is incorporated into the same agreement by the undersigned (the "Borrower") to secure Borrower's Note to  
 SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF LAKE COUNTY  
 ("Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Note to  
 (the "Lender").

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DAG 098

CONFIDENTIAL

CONFIDENTIAL

Property of Cook County Clerk's Office

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 10, 1975  
BY [Signature]

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 10, 1975  
BY [Signature]

ANDREW GOODMAN, DATE: 1968

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 10, 1975  
BY [Signature]

ANDREW GOODMAN, DATE: 1968

RECEIVED  
COURT CLERK'S OFFICE  
COOK COUNTY, ILLINOIS  
JULY 10, 1975  
BY [Signature]

ANDREW GOODMAN, DATE: 1968