02-400077-08

COOK COUNTY, ILLINOIS

WILLIAM J. WALIGORSKI AND SUSAN J. WALIGORSKI, HOSBAND & WIFE

1990 MOV 19 AM II: 25

90563350

Mail To: GAGE PARK SAVINGS & LOAM ASSOCIATION 21 BAST OGDEN AVENUE WESTMONT, IL 60559

**5** 17.00

## **MORTGAGE**

| THIS MORTGAGE ("Security Instrument") is given on                          | NOVEMBER 12   |
|--|---|
| THIS MCR TOAGE ("Security Instrument") is given on 19                      | J. NALIGORALI, NIPE                                 |
| GAGE PARK SAVINGS & LOAN ASSOCIATION under the laws of ALYTE OF ILL/INDIS. | ecurity Instrument is given to                      |
| GAGE PARK SAVINGS & LOAN ASSOCIATION                                       | , which is organized and existing                   |
| under the laws of AT MIE OF 114 AND S                                      | d whose address is                                  |
| 21 FAST OCDEN ZUENUE - WESTMONT, IL 60559                                  | ("Lender").   |
| Borrower owes Lender the principal sum of ONE HUNDRED ELETT                | SEN TROUSANCE AND NOVIOU                            |
| dated the same date as this Securi'y Instrument ("Note"), which prov       |   |
| paid earlier, due and payable on   | This Security Instrument                            |
| secures to Lender: (a) the repaymen of the debt evidenced by the N         |   |
| modifications; (b) the payment of all over sums, with interest, advance    |   |
| Security Instrument; and (c) the performanc, or Borrower's covenants       |   |
| the Note. For this purpose, Borrower does I creby mortgage, grant and      | d convey to Lender the following described property |
| located in   | County, Illinois                                    |

\*\*LOT 26 IN OLD DERBY ESTATEL BEING A SUBDIVISION IN THE WEST 1 OF THE NORTH EAST 1 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11 Sunty Clerk's Office EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TONN OF LEMONT, IN COOK COUNTY, ILLINOIS.

P.I.N. 22-28-201-001

which has the address of ....... (Street) [City] 60439 ..... ("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 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.

MOSS-Distribute Coverator Bostower and Lender farther 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.

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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 of 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 Lende, 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 (10) Released; Forbearance By Leader Not a Walver. Extension of the time for payment or modification of amortizat on 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 among action 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 sec cise of any right or remedy.

11. Successors and Assigns Board; Polat and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benealt it is successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and becements 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 co 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 Scruttv 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 turns 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 refuses 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 exp'ration 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 and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step specified in the second paragraph of

paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument analy 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 in trument 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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thy instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from interest, upon notice from Lender to Borrower at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower

meent, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although a may take action under this paragraph 7, Lender does not have to do so.
Any amounts disbursed by Lender this paragraph 7 shall become additional debt of Borrower secured by this the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security ider's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or admittions), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

To Protection of Lender's Mights in the Property; Mortgage Insurance.

If Borrower fails to perform the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to there is a legal proceeding that may significantly affect to there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or there is a legal proceeding that may significantly affect to the contained in this Security Instrument, or the contained in this Security Instrument.

6. Preservation and Mentenance of Property; Lensebolds. Borrower shall not destroy, damage or substantially side Property allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, wer shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease, and if Borrower acquires fee title to the Property, the lease is the lease fee title to the Property of the Borrower acquires fee title to the Property of the Borrower acquires fee title to the Property of the Borrower acquires fee the Borrowe

ment immediately prior to the acquisition. m demage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Unless Leader and Borrower otherwise agree in writing, insurance proceed, shall be applied to restoration or repair is economically fessible and Leader's security is not lessened. If the restoration or repair is oconomically fessible and Leader's security is not lessened. If 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. It is a bandons the Property, or does not answer within 30 days a notice from Lender, the insurance carrier has a castile a claim, then Lender may use the proceeds to repair or restore the Property or to pay stems secured by this Security Instrument, whether or not then due. The 30 day period will begin when the most pay sense and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Union Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or Union Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or under payage the monthly payments referred to in paragraphs! and 2 or change the amount to the payments. If from dans date of the Property prior to the 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 from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Lender shall have the right to hold the policies and renewals. If Lender 'equ'res, Borrower shall promptly give to Lender and Lender may make proof of loss if not made promptly by Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower and insurance carrier and Lender may make proof of loss if not made promptly by Borrower shall be applied to restoration or repair Unites Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair

All insurance policies and renewals shall be acceptable to Lender as thall include a standard mortgage clause.

bladdriw yldanose. insured against loss by fire, hazards included within the term "externed against loss by fire, hazards for which Lender requires insurance. This insurance shall be maintained in the probable for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrow or subject to Lender's approval which shall not be rance. Borrower shall keep the inner-vernents now existing or hereafter erected on the Property

of the giving of notice. receipts when the payments of the obligation accurate the process of the payment and promptly discharge and the payments of the obligation accurate the payment of the obligation accurate the payment of the obligation accurate the process of the payment of the obligation accurate the process of the payment of the obligation accurate the process of th

Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, 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 this paragraph. If borrower makes these payments directly, Borrower shall promptly furnish to Lender 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 the deflectory in one or more payments as required by Lender.

\*\*Door response to the above paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later them immediately are to the asset paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later application as a construct to the Property or its acquisition by Lender, and Funds held by Lender also Borrower application as a construct to the Property or its acquisition by Lender, and Funds held by Lender at the time of application as a construct to the Property or its acquisition by Lender, and Pennes applies as the time of a construction as a construct to the payments to the Property or its carrier and the Property or its construction as a construction of the Property or its carrier and the Property or its construction or property which manner payments to the Bornower shall pay these obligations in the manner, Borrower shall be property which in the manner, Borrower shall be property which in the manner, Borrower shall be property and the manner, Borrower shall be the manner provided in paragraph 2, or it not paid in that manner, Borrower shall bear and the manner.

The due dates of the escrow items, shall exceed the amount required to pay the escrow items of Funds payable prior to the due dates of the escrow items, shall excess that amount required to pay the escrow items, shall excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower as forces. If the

uires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender a give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the Funds are pledged as additional security for the sums secured by 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. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law The Punds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or

ne-twelfth of: (a) yearly taxes and essenments which may attain priority over this Security Instrument; (b) yearly necessary from the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly estigms insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the miss of current data and reasonable estimates of future escrow items. he Paperson of Principal and Superson; Propagament and Lane Contigue, morrower small promptry pay when the Mote and interest on the date evidenced by the Mote and any prepayment and late charges due under the Mote.

A. Funds for Times and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay adder on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to not the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Funds") equal to not the Security Instrument: (b) yearly

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## ADJUSTABLE RATE RIDER

(1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12TH day of NOVEMBER , 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 GAGE PARK SAVINGS & LOAN ASSOCIATION

(the "Lender") of the same date and covering the property described in

the Security Instrument and located at:

871 KROMRAY LEMONT, IL 60439

[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 INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BOR-ROWER MUST PAY.

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

### 4. INTEREST RATE AND INCINTHLY PAYMENT CHANGES

The interest rate I will pay may cleage on the first day of MAY , 1992 , and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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 adjust d on 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 rno ce.

### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate at new interest rate by adding TWO AND 500/1000 percentage points (2.500 %) to the Cur.e.t Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (3.125%). 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 insturity 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

11.000 % or less than The interest rate I am required to pay at the first Change Date will not be greater than %. 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 waste months. My 15.000 % interest rate will never be greater than

## (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 in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

(les2). -Borrower of sough

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

If Lander exercises the option to require immediate payment in full, Lander 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 fails to pay these sums prior to the which 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

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