

UNOFFICIAL COPY

PREPARED BY AND RETURN TO:
THOMAS RAJK
ALUMNI MORTGAGE SERVICES, INC.
1300 IROQUOIS DRIVE, SUITE 245
NAPERVILLE, ILLINOIS 60563
FIRSTFIN299U011851

BOX 301-69

(Space Above This Line for Recording Date)

\$ 17.00

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 3
1990. The mortgagor is DENNIS G. BURNS, A BACHELOR

("Borrower"). This Security Instrument is given to ALUMNI MORTGAGE SERVICES, INC.,
which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is
1300 IROQUOIS DRIVE, SUITE 245, NAPERVILLE, ILLINOIS 60563 ("Lender").
Borrower owes Lender the principal sum of NINETY FIVE THOUSAND TWO HUNDRED AND NO/100-----

Dollar (U.S.) 95,200.00) 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 JANUARY 01, 2021. 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

LOT TO IN HIGHVIEW SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH
WEST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, LYING WEST OF THE CENTER LINE OF FIFTH AVENUE IN THE VILLAGE OF LA GRANGE
PARK, IN COOK COUNTY, ILLINOIS.

15-33-119-019

COOK COUNTY, ILLINOIS

15-33-119-019-4 PM 1:45

90587562

which has the address of 810 NORTH LAGRANGE ROAD
(Street)

LAGRANGE PARK
(City)

Illinois 60525 ("Property Address").
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurteances, 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.

UNOFFICIAL COPY

"OFFICIAL SEAL
NANOVIA, INC.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 8/14/2023

Notary Public

1998

Given under my hand and official seal, this 3rd day of July

My Commission expires:

set forth.

Signed and delivered the said instrument as this 3rd day of July 1998

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he

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

do hereby certify that DENNIS G. BURNS, A BACHELOR

, a Notary Public in and said county and state,

County ss:

STATE OF ILLINOIS.

1. THE UNDERSIGNED

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

DENNIS G. BURNS

Instrument and in any rider(s) executed by Borrower and recorded with it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security

□ Other(s) [specify]

□ Graduated Payment Rider

□ Adjustable Rate Rider

□ Condominium Rider

□ Planned Unit Development Rider

Instrument the covenants and agreements of such rider as if the rider(s) were a part of this Security

23. Rider to this Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the covenants and agreements of such rider shall be incorporated into this Security

22. Waiver of Homeestead. Borrower waives all right of homestead exception in the Property.

Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Waiver. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security

receipts and reasonable attorney's fees, and claim to the sums secured by this Security

20. Lender in Preparation. Upon acceleration of remedial action taken by Lender (in person, by judge, or by sheriff) prior to the expiration of any period of remediation following judicial notice, Lender shall collect the rents of the Property including those past due. Any rents collected by Lender shall be applied first to payment of the

Property received in the event of a default or non-payment of any sum due under this Security

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of the Property, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

18. Acceleration or non-payment of any other debt. The notice shall specify: (a) the date acceleration under paragraph 13 and 17

17. Breach of any provision in this Security Instrument that does not prior to acceleration following Borrower's

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

00587562

UNOFFICIAL COPY

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 Bound; 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 sum 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 90 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.

UNOFFICIAL COPY

Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder, upon notice from Lender to Borrower, to file a copy of this Agreement with the Securities and Exchange Commission and to furnish copies thereof to Lender.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower created by this Lender may take action under this paragraph 7, Lender does not have to do so.

In the event, after notice, paying reasonable attorney fees and entitling of the Property to make repairs, Lender's actions may include paying the sums accrued by a lessor which has priority over this Security interest, except as set forth below. Although Lender's rights in the Property (such as a proceeding in bankruptcy, reorganization, or other similar proceedings) may affect the value of the Property and Lender's rights to receive payment of his or her interest in the Security Instrument, or his or her interest in the Property, Lender does not have to do so.

7. **Protection of Lender's Rights in the Property Against Insurence.** If Borrower fails to perform the obligations and agreements contained in this Security Instrument, or otherwise violates this Security Instrument, Lender may file suit in the court, pay legal expenses, and enforce this Agreement to the extent of the sums secured by this Security.

Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessee shall and damage to it, Borrower shall not merge unless Lender agrees to the merger in writing.

8. **Possession and Disbursement of Property: Lessor's Rights.** Borrower shall commence to pay the monthly payments of the Property to the lessor, and if this Security Instrument is at a lessee hold, charge the Property to it to defractate or committ waste. If this Security Instrument is a lessee hold, Lender shall not merge unless Lender agrees to the merger in writing.

Lender shall immediately prior to the acquisition shall pass to the extent of the sums secured by this Security

from demerger to it the Property is acquired by Lender, Borrower's right to change the amount of the payments and proceeds resulting

under paragraph 19 the due date of the monthly payments referred to in paragraphs 1 and 2 of this Agreement to the extent of the sums secured by this Security

Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed

when the notice is given.

The Property to pay sums secured by this Security Instrument, whether or not then due. The period will begin offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore

Borrower abandons the Property, or does not answer within 30 days a notice from Lender to the insurance carrier has applied to the sum secured by this Security instrument, whether or not then due, with any excess paid to Borrower. It

restitution of repair is not economic, security would be lessened, the insurance proceeds shall be applied to repair of the property damaged, if the restoration of repair is economic, feasible and Lender's security is not lessened. If the Lender and Lender may make good of loss of his unpaid principal by Borrower or Lender

and Lender shall have the right to hold the policies and renewals of Lender and any other hazards for which Lender

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

insuring liability withheld.

9. **Hazard Insurance.** Borrower shall keep the major items now existing or hereafter created on the Property

of the giving of notice.

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender a notice indemnifying the loan, Lender shall satisfy the loan of one or more of the actions set forth above within 10 days

the Property is subject to a loan which may affect this Security Instrument. If Lender determines that any part of the agreement satisfies all or part of the Property within the term of (c) occurs from the holder of the loan to prevent

latch the loan by, or demands a demand notice of the loan in a manner agreeable to Lender, Lender's opinion operate to

agrees in writing to the payment of the obligation, incurred by the loan in a manner agreeable to Lender, (b) contains in good

regards a hazard which may affect this Security Instrument, and Lender shall promptly furnish to Lender

to be paid directly to the lessor of the amount paid by Lender, any funds held by Lender, Lender shall apply to Borrower

any funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Lender shall promptly refund to Borrower

any funds held by Lender in full or more payable against the sum the lessor of the amount paid by Lender, Lender shall apply to Borrower

amount necessary to make up the deficiency in one of more payments held by Lender, Lender shall pay to Lender any

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Lender shall pay to Lender any

amount of the escrow items, shall exceed the amount required to pay the escrow items received by Lender, Lender shall be

If the amount of the Funds held by Lender together with the future monthly payments of Funds payable prior to

this Security instrument.

The Funds shall be held by Lender in an institution the depositors of which are insured of Funds secured by

basis of current data and reasonable estimates of future escrow items.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay

the principal of and interest on the Property, and late charges due under the Note.

1. **Payment of Premium and Lender's Premium and Late Charges.** Borrower shall promptly pay when due

one-twelfth of (a) yearly taxes and assessments which may affect this Security Instrument; (b) yearly

leseshold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums and (d) yearly

one-twelfth of (a) yearly taxes and assessments which may affect this Security Instrument; (b) equal to

to Lender on the day monthly payments are due under the Note, until the Note is paid in full; a sum ("Funds") equal to

the principal of and interest on the Property, and late charges due under the Note.

1. **Payment of Premium and Lender's Premium and Late Charges.** Borrower shall promptly pay when due

UNOFFICIAL COPY

ADJUSTABLE RATE NOTE

(Model) Median Cost of Funds - 1st Lien

This ADJUSTABLE RATE NOTE is made this 3RD day of DECEMBER, 1990, 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 ALUMNI MORTGAGE SERVICES, INC. (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

810 DEPTH LAGRANCE ROAD, LAGRANCE PARK, ILLINOIS 60525
(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 BORROWER 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 9.375 %. The Note provides for changes in the 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 JANUARY, 1991, and on the day every 12th 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 most recent monthly Median Cost of Funds for FSLIC insured institutions as published by the Federal Home Loan Bank. 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 TWO AND 95/100 percentage points (2.95 %) 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 11.375 % or less than 7.375 %. 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 twelve months. My interest rate will never be greater than 15.250 %.

(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 ceases 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

To the extent permitted by applicable law, Lender may charge 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.

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 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.

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

Dennis C. Birney (Seal)
DENNIS C. BIRNEY
Borrower (Seal)
Borrower

Property of Cook County Clerk's Office

90552562

UNOFFICIAL COPY

Property of Cook County Clerk's Office