

# UNOFFICIAL COPY

(Individual Form)

Loan No. 01-48037-48

A.T.G.F.  
BOX 370

THE UNDERSIGNED,  
**HENRY CANESTRINI and CARMEN TORRES CANESTRINI, HUSBAND AND WIFE and  
RONALD R. RISSO and NORMA J. RISSO, HUSBAND AND WIFE**

**VILLAGE OF PALATINE**

of COOK County of ILLINOIS State of

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

## **CRAGIN FEDERAL BANK FOR SAVINGS**

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

in the State of ILLINOIS to wit:

**LOT 63 (EXCEPT THE WESTERLY 58 FEET THEREOF) AND THE WESTERLY 34 FEET OF LOT 64, ALL IN ARTHUR T. MC INTOSH AND COMPANY'S PALATINE FARMS, IN THE WEST 1/2 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**COMMONLY KNOWN AS: 420 W. PALATINE ROAD, PALATINE, IL 60067.**

**PERMANENT TAX NUMBERS: ~~02-15-304-045~~ 02-15-304-045.**

*RRZ 231  
HWC CTC  
COOK COUNTY RECORDER  
11007 - 018-12121*

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water light power, refrigeration, ventilation and other services, and any other thing now or hereafter thereon or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-slab back awnings, stairs, and water heaters, all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not, and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and conveyed over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

**TO HAVE AND TO HOLD** the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead exemption and a substitution laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

### UNSECURE

(1) On the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **THREE HUNDRED TWENTY-SIX THOUSAND AND NO /100** Dollars

**326000.00**

which Note, together with interest thereon as therein provided, is payable in monthly installments of

**THREE THOUSAND NINETY-TWO AND 16/100** Dollars

**3092.16**

commencing the

**1ST**

day of

**FEBRUARY**

**1990**

which payments to be applied first to interest and the balance to principal until said debt is fully paid up full.

This mortgage is specifically made subject to the terms and provisions contained in the attached rider which by this reference is made a part hereof.

*KCOO*

(2) any advances made by the Mortgagee to the Mortgagor or its successor in title for no purpose at any time before the release and cancellation of this Mortgage, but at no time shall the Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of **THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED AND NO /100** Dollars **391200.00** provided that nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to provide the amount in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

00010101

A- (1) To pay said indebtedness and the interest thereon as herein and in said note provided or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement, (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

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Box 192

**MORTGAGE**

CONESTRINI, GANESIRINI

RISSO, RISSO

to

CRAGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
420 W. PALATINE ROAD  
PALATINE, ILLINOIS 60067

Loan No. 01-48037-48

Property of Cook County Clerk's Office

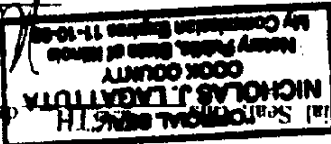


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12161006

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639
CRAGIN FEDERAL BANK FOR SAVINGS
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS

MY COMMISSION EXPIRES 11-10-93



GIVEN under my hand and Notary Seal this 19th day of DECEMBER, A.D. 19 89

rights under any homestead, exemption and valuation laws.

as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

personally known to me to be the same person as the name is subscribed to the foregoing instrument.

CARMEN TORRES CANESTRINI, HUSBAND AND WIFE and RONALD R. RISSO and NORMA J. RISSO, HUSBAND AND WIFE

HENRY CANESTRINI and

COUNTY OF Cook } ss.
I, The Undersigned, a Notary Public in

STATE OF ILLINOIS

RONALD R. RISSO (SEAL)
NORMA J. RISSO (SEAL)

HENRY CANESTRINI (SEAL)
CARMEN TORRES CANESTRINI (SEAL)

day of DECEMBER, A.D. 19 89

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 19th day of DECEMBER, A.D. 19 89

1. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee...
2. That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale...
3. That after the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale...
4. That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale...

## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this 24TH day of DECEMBER, 1982, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CRAGIN FEDERAL BANK FOR SAVINGS (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 420 W. PALATINE ROAD, PALATINE, ILLINOIS 60067

*Property Address*

**Modifications.** 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 has an "Initial Interest Rate" of 9.75%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on JANUARY 01, 1983, and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: *[Check one box to indicate Index.]*

- (1)  \* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
- (2)  NATIONAL MONTHLY MEAN COST OF FUNDS

*[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]*

- (1)  There is no maximum limit on changes in the interest rate at any Change Date.
- (2)  The interest rate cannot be changed by more than 3 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

### B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

### C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 9 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

### D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

Ronald R. Rizzo  
RONALD R. RISSO

Norma J. Rizzo  
NORMA J. RISSO

Henry Canestrini (Seal)  
HENRY CANESTRINI - Borrower

Carmen Torres Canestrini (Seal)  
CARMEN TORRES CANESTRINI - Borrower

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\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

E. The mortgage interest may increase or decrease based upon the change of the stated index; however, the interest rate shall not exceed 14.75% ceiling rate.

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