

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## MORTGAGE

7533300

\$17.00

THIS MORTGAGE ("Security Instrument") is given on **MARCH 12 1990**. The mortgagor is **ANN BARNETT RAGIN, DIVORCED NOT SINCE REMARRIED AND DONNIE BARNETT AND DONNA BARNETT, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **NBD MORTGAGE COMPANY**

which is organized and existing under the laws of **THE STATE OF DELAWARE**

, and whose address is

**900 TOWER DRIVE  
TROY, MICHIGAN 48098**

("Lender").

Borrower owes Lender the principal sum of

**ONE HUNDRED EIGHTY SEVEN THOUSAND AND NO/100**

Dollar (U.S. \$ **187,000.00**). 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 **APRIL 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:

**LOT 2 (EXCEPT THE SOUTH 50 FEET OF THAT PART LYING EAST OF THE WEST 4 FEET THEREOF) IN BLOCK 16 IN GREENLEAF AND MORSE'S SUBDIVISION OF BLOCKS 12, 13, 15, 16, 19 AND 21 IN THE VILLAGE OF WILMETTE, IN SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

05-34-118-009.

which has the address of **1005 GREENLEAF**  
(Street)

**WILMETTE**  
(City)

**Illinois 60091** ("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 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.

**ILLINOIS - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT**

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VHP MORTGAGE FORMS • 131.829.31000 • 800.621.7200

Form 3014 12/03

Amended 6/07

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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.

7. Protection of Lender's Rights in the Property: 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; Lender may exercise its rights under the Mortgage as follows:

6. Preparation and Maintenance of Property Leaseholds. Borrower shall not destroy, damage or subdivide

Unless otherwise agreed in writing, any application of proceeds to principal shall not exceed or from paragraph 19 the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph prior to the acquisition shall pass to Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the property is acquired by Lender, Borrower's right to the extent of the sum secured by this Security interest.

restoration or repeat is not economically feasible or Lender's security would be lessened, the trustee proceeds shall be applied to the sums secured by this Security Instrument, whether or not there is a default. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the trustee has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to restore the property to its condition at the time it was abandoned. The 30-day period will begin when the trustee provides a written notice.

All insurance policies and reinsurance shall be acceptable to Lender and shall include a standard moratorium clause, which among other things, shall have the right to hold the policies and reinsurance, if Lender ceases to do business. Lender shall have the right to hold the policies and reinsurance, if Lender ceases to do business. Lender shall make prompt notice to Lender of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to Lender of the receipt of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to Lender carrier and Lender may make prompt notice to Lender by Borrower.

3. **Hazarded insurance**. Borrower shall keep the improvements in a good existing or better state of repair and insurance coverage.

Property which may attain priority over other debts security instruments, and leasehold payments or ground rents, if any, pay them on time directly to the persons entitled. 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.

3. **Application of law** – This applies to all payments received by Lender under paragrapahs 1 and 2 that he receives from the Borrower or otherwise. All payments received by Lender under the Note, to interest due under the Note, to principal due under the Note, to fees and charges due under the Note, third, to attorney's fees payable under paragraph 2; fourth, to interest due and less, to principal due.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender under this instrument, Lender shall promptly refund to Borrower any Funds held by Lender under this instrument, and Lender shall promptly refund to Borrower any Funds held by Lender under this instrument.

If the amount of the funds held by Lender, together with the future monthly payments of funds, exceeds the amount required to pay the accrued interest on the outstanding principal balance, Lender may demand payment of the funds held by Lender, together with the future monthly payments of funds, in accordance with the terms set forth above.

without charge, an annual accounting of the Funds showing credit and debts to the Funds and the purpose for which each debt is held to the funds was made. The funds are pledged as additional security for the sums secured by this instrument.

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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.

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; 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 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. 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 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.

90122341

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2000 SOUTH NAPERVILLE ROAD, WHEATON, ILLINOIS 60187

OFFICIAL SEAL • JILL E. WILK • NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 10/27/93

~~NBD MORTGAGE COMPANY~~

ROBERT L. HOLZER  
WHEATON, IL 60187

### My Commission expires:

Given under my hand and official seal this 12<sup>th</sup> day of March, 1990  
Set forth,

561 *fortib.*

**THEIR** free and voluntary act, for the uses and purposes therein signed and delivered the said instrument as

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

**ARE** \_\_\_\_\_, personally known to me to be the same person(s) whose name(s) \_\_\_\_\_

do hereby certify that ANN BARNETT RAGIN, DIVORCED NOT SINCE REMARIED AND DONNIE  
BARNETT AND DONNA BARRETT, HUSBAND AND WIFE

, a Notary Public in and for said county and state,

Dr. Universität

'SIONITII AO BIVLS

County 55:

790

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ISDAGCO Balloons This line for Acknowledgment

(135)

ANN BARNETT / HIS WIFE  
Borrower  
(Seal)

DONNIE BARNETT  
Borrower  
(Seal)

ANN BARNETT MAGIN / DIVORCED NOT BORROWER  
Borrower  
(Seal)

**BY SIGNING BELOW, BORDERWATER ACCEPTS AND AGREES TO THE TERMS AND GOVERNS ITS CONDUCT IN THIS SECURITY INSTRUMENT AND IN ANY ORDER(S) EXECUTED BY BORDERWATER AND RECORDED WITH IT.**

<input checked="" type="checkbox"/> XXX Adjustable Tie Rider	<input type="checkbox"/> Comdominium Rider	<input type="checkbox"/> (---) Family Rider	<input type="checkbox"/> Grandparent Fly-in/Rider	<input type="checkbox"/> Other(s) [Specify]
Planned Unit Development Rider				

27. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and in any time prior to the expiration of any period of redemption following default and before the sale, Lender (in person, by agent or by jointly appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property 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 receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security instrument without charge to borrower. Borrower shall pay any reasonable attorney's fees and other expenses of this Security instrument.

28. Waiver of Demand. Lender may waive all right of homestead exemption in the Property.

29. Right to Substitute. If one or more trustees shall be appointed by Borrower and recorded together with this Security instrument, the substitutes and agreements of such such trustee shall be incorporated into and shall bind this Security instrument as if they were part of this Security instrument.

19. Acceleration of negotiations in this Security Interim Agreement (but not prior to acceleration under paragraph 13 and 17 unless applicable law provides otherwise). The notice shall specify (a) the date required to ensure the date (b) not less than 30 days from the date the notice is given to Borrower, by which the debtor must be cured and (c) a date, not later than the date the notice is given to Borrower, to the notice required to ensure the debtor is cured of any noncompliance with paragraph 13 and 17 unless otherwise provided.

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## ADJUSTABLE RATE RIDER (1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 12TH day of MARCH , 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 NBD MORTGAGE COMPANY (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1005 GREENLEAF, WILMETTE, ILLINOIS 60091  
[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 9.500 %. 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 APRIL , 19 95, and on that 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 weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 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 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 11.500 % or less than 7.500 %. 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 14.500 %.

**(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.

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Rider.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Adjustable Rate  
Loan. The notice shall provide a period of no 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.

ANN BARNETT RAGIN / DIVORCED NOT - Borrower  
(Seal) SINCE REMARRIED  
DONNIE BARNETT  
(Seal) -Borrower  
DONNA BARNETT / HIS WIFE  
(Seal) -Borrower  
-Borrower  
(Seal)

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